



भारत का राजपत्र

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No. 34] NEW DELHI, AUGUST 18—AUGUST 24, 2013, SATURDAY/SHRAVANA 27—BHADRA 2, 1935

भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके।
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं

Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

वित्त मंत्रालय

(राजस्व विभाग)

(केन्द्रीय प्रत्यक्ष कर बोर्ड)

नई दिल्ली, 13 अगस्त, 2013

का.आ. 1765.—सर्वसाधारण की जानकारी के लिए एतद्द्वारा

यह अधिसूचित किया जाता है कि केन्द्र सरकार द्वारा आयकर नियमावली, 1962 (उक्त नियमावली) के नियम 5ग और 5घ के साथ पठित आयकर अधिनियम, 1961 (उक्त अधिनियम) की धारा 35 की उप-धारा (1) के खंड (ii) के प्रयोजनार्थ सेंटर फॉर डेवलपमेंट ऑफ टेलीमैटिक्स (सी-डॉट), नई दिल्ली, (पैन-एएटीसी 3895के) को 1-4-2002 से निम्नलिखित शर्तों के अधीन 'वैज्ञानिक अनुसंधान संस्था' की श्रेणी में अनुमोदित किया गया है, नामत :—

- (i) अनुमोदित 'वैज्ञानिक अनुसंधान संस्था' का मुख्य उद्देश्य वैज्ञानिक अनुसंधान करना होगा;
- (ii) अनुमोदित संगठन वैज्ञानिक अनुसंधान कार्यकलाप स्वयं करेगा;
- (iii) अनुमोदित संगठन वैज्ञानिक अनुसंधान के लिए इसके द्वारा प्राप्त राशि के संबंध में अलग खाता बही रखेगा, जिसमें अनुसंधान करने के लिए प्रयुक्त राशि दर्शाई गई

हो, उक्त अधिनियम की धारा 288 की उप-धारा (2) के स्पष्टीकरण में यथा परिभाषित किसी लेखाकार से अपनी खाता-बही की लेखा-परीक्षा कराएगा और उक्त अधिनियम की धारा 139 की उप-धारा (1) के अंतर्गत आय विवरणी प्रस्तुत करने की नियत तिथि तक ऐसे लेखाकार द्वारा विधि वत सत्यापित एवं हस्ताक्षरित लेखा परीक्षा रिपोर्ट, मामले में क्षेत्राधिकार रखने वाले आयकर आयुक्त अथवा आयकर निदेशक को प्रस्तुत करेगा;

- (iv) अनुमोदित संगठन प्राप्त दान और संबंधित विभागों के संबंध में वैज्ञानिक अनुसंधान के लिए प्रयुक्त राशि का अलग विवरण रखेगा और उपर्युक्त लेखा-परीक्षा रिपोर्ट के साथ लेखा-परीक्षक द्वारा विधिवत सत्यापित ऐसे विवरण की प्रतिलिपि प्रस्तुत करेगा ।
2. केंद्र सरकार यह अनुमोदन वापस ले लेगी यदि अनुमोदित संगठन :—
 - (क) पैराग्राफ 1 के उप-पैराग्राफ (iii) में उल्लिखित अलग लेखा बही रखने में असफल रहता है; अथवा
 - (ख) पैराग्राफ 1 के उप-पैराग्राफ (iii) में उल्लिखित अपनी लेखा-परीक्षा रिपोर्ट प्रस्तुत करने में असफल रहता है; अथवा

- (ग) पैराग्राफ 1 के उप-पैराग्राफ (iv) में उल्लिखित वैज्ञानिक अनुसंधान के लिए प्राप्त एवं प्रयुक्त दान का अपना विवरण प्रस्तुत करने में असफल रहता है; अथवा
- (घ) अपना अनुसंधान कार्य करना बंद कर देगा अथवा इसके अनुसंधान कार्य को सही नहीं पाया जाएगा; अथवा
- (ङ.) उक्त नियमावली के नियम 5ग और 5घ के साथ पठित उक्त अधिनियम की धारा 35 की उप-धारा (1) के खंड (ii) के प्रावधानों के अनुरूप नहीं होगा और उनका पालन नहीं करेगा।

[अधिसूचना सं. 62/2013/फा. सं. 203/60/2004-आ.क.नि.-II]

ऋचा रस्तोगी, अवर सचिव

**MINISTRY OF FINANCE
(Department of Revenue)**

(CENTRAL BOARD OF DIRECT TAXES)

New Delhi, the 13th August, 2013

S.O. 1765.—It is hereby notified for general information that the organization Centre for Development of Telematics (C-DOT), New Delhi (PAN-AAATC3895K) has been approved by the Central Government for the purpose of clause (ii) of sub-section (1) of Section 35 of the Income-tax Act, 1961 (said Act), read with Rules 5C and 5D of the Income-tax Rules, 1962 (said Rules), from 01.04.2002 onwards in the category of 'Scientific Research Association', subject to the following conditions, namely :

- (i) The sole objective of the approved 'scientific research association' shall be to undertake scientific research;
- (ii) The approved organization shall carry out scientific research activity by itself;
- (iii) The approved organization shall maintain separate books of accounts in respect of the sums received by it for scientific research, reflect therein the amounts used for carrying out research, get such books audited by an accountant as defined in the explanation to sub-section (2) of Section 288 of the said Act and furnish the report of such audit duly signed and verified by such accountant to the Commissioner of Income-tax or the Director of Income-tax having jurisdiction over the case, by the due date of furnishing the return of income under sub-section (1) of Section 139 of the said Act;
- (iv) The approved organization shall maintain separate statement of donations received and amounts applied for scientific research in respect

of concerned Departments and a copy of such statement duly certified by the auditor shall accompany the report of audit referred to above.

2. The Central Government shall withdraw the approval if the approved organization :—

- (f) fails to maintain separate books of accounts referred to in sub-paragraph (iii) of paragraph 1; or
- (g) fails to furnish its audit report referred to in sub-paragraph (iii) of paragraph 1; or
- (h) fails to furnish its statement of the donations received and sums applied for scientific research referred to in sub-paragraph (iv) of paragraph 1; or
- (i) ceases to carry on its research activities or its research activities are not found to be genuine; or
- (j) ceases to conform to and comply with the provisions of clause (ii) of sub-section (1) of Section 35 the said Act read with rules 5C and 5D of the said Rules.

[Notification No. 62/2013/F. No. 203/60/2004-ITA-II]

RICHA RASTOGI, Under Secy.

(वित्तीय सेवाएं विभाग)

नई दिल्ली, 31 जुलाई, 2013

का.आ. 1766.—भारतीय स्टेट बैंक (समनुषंगी बैंक) अधिनियम, 1959 (1959 का 38) की धारा 26 की उप-धारा (2क) के साथ पठित धारा 25 की उप-धारा (1) के खण्ड (ग ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात् एतद्वारा, स्टेट बैंक आफ त्रावणकोर के मुख्य प्रबंधक श्री सी. राजकुमार (जन्म तिथि : 31-07-1961), को दिनांक 01-10-2013 को या इसके पश्चात् उनके द्वारा पद का कार्यभार ग्रहण करने की तारीख से तीन वर्ष अवधि के लिए अथवा स्टेट बैंक आफ त्रावणकोर के अधिकारी कर्मचारी के रूप में उनके पद पर बने रहने तक अथवा आगामी आदेशों तक, इनमें से जो भी पहले हो, स्टेट बैंक आफ त्रावणकोर के निदेशक मण्डल में अधिकारी कर्मचारी निदेशक नियुक्त करती है।

[फा. सं. 3/4/2013-बीओ-I]

विजय मल्होत्रा, अवर सचिव

(Department of Financial Services)

New Delhi, the 31st July, 2013

S.O. 1766.—In exercise of the powers conferred by clause (cb) of the sub-section (1) of Section 25 read with sub-section (2A) of Section 26 of the State Bank of India(Subsidiary Banks) Act, 1959 (38 of 1959), the Central Government, after consultation with the Reserve Bank of India, hereby re-appoints Shri C. Rajkumar (DoB :31-07-1961), Chief Manager, State Bank of Travancore, as Officer Employee Director on the Board of Directors of State Bank of Travancore for a period of three years from the date of his taking over the charge of the post on or after 01-10-2013 or till he ceases to be an officer of the State Bank of Travancore or until further orders, whichever is the earliest.

[F. No. 3/4/2013-BO-I]

VIJAY MALHOTRA, Under Secy.

नई दिल्ली, 7 अगस्त, 2013

का.आ. 1767.—भारतीय रिजर्व बैंक अधिनियम, 1934 की धारा 8 की उप-धारा (4) के साथ पठित उप-धारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, डॉ. रघुराम राजन, मुख्य आर्थिक सलाहकार, वित्त मंत्रालय को डॉ. डी. सुब्बाराव के कार्यकाल के पूरा होने पर उनके स्थान पर तीन वर्ष की अवधि के लिए भारतीय रिजर्व बैंक के अगले गवर्नर के रूप में नियुक्त करती है।

वर्तमान गवर्नर के साथ परस्पर व्यापन (ओवरलैप) की व्यवस्था हेतु दिनांक 05-09-2013 को भारतीय रिजर्व बैंक के गवर्नर के रूप में कार्यभार ग्रहण करने से पूर्व डॉ. रघुराम राजन को एतद्वारा तीन सप्ताह की अवधि के लिए भारतीय रिजर्व बैंक में विशेष कार्य अधिकारी भी नियुक्त किया जाता है।

[फा. सं. 1/3/2013-बीओ-I]

स्नेहलता श्रीवास्तव, अपर सचिव

New Delhi, the 7th August, 2013

S.O. 1767.—In exercise of the powers conferred by clause (a) of sub-section (1) read with sub-section (4) of Section 8 of the Reserve Bank of India Act, 1934, the Central Government, hereby appoints Dr. Raghuram Rajan, Chief Economic Advisor, Ministry of Finance, as the next Governor of the Reserve Bank of India for a term of three years vice Dr. D. Subba Rao upon completion of his tenure.

Dr. Raghuram Rajan is also hereby appointed as Officer on Special Duty in the Reserve Bank of India for a

period of three weeks prior to his taking over as Governor, Reserve Bank of India on 05-09-2013 to provide for an overlap with the present Governor.

[F. No. 1/3/2013-BO-I]

SNEHLATA SHRIVASTAVA, Addl. Secy.

नई दिल्ली, 12 अगस्त, 2013

का.आ. 1768.—राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1970/1980 के खंड 3 के उप-खंड (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970/1980 की धारा 9 की उप-धारा 3(ज) और (3-क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, श्री संजय वर्मा (जन्म तिथि 17-08-1968) को उनकी नियुक्ति की अधिसूचना की तारीख से तीन वर्ष की अवधि के लिए अथवा अगले आदेशों तक, जो भी पहले हो, पंजाब एंड सिंध बैंक के निदेशक मण्डल में अंश-कालिक गैर-सरकारी निदेशक नामित करती है।

[फा. सं. 6/16/2011-बीओ-I]

विजय मल्होत्रा, अवर सचिव

New Delhi, the 12th August, 2013

S.O. 1768.—In exercise of the powers conferred by sub-section 3 (h) and (3-A) of Section 9 of The Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970/1980 read with sub-clause (1) of clause 3 of The Nationalized Banks. (Management and Miscellaneous Provisions) Scheme, 1970/1980, the Central Government hereby nominates Shri Sanjay Verma (DoB: 17.08.1968) as part-time non-official director on the Board of Directors of Punjab & Sind Bank for a period of three years, from the date of notification of his appointment or until further orders, whichever is earlier.

[F. No. 6/16/2011-BO-I]

VIJAY MALHOTRA, Under Secy.

सूक्ष्म, लघु और मध्यम उद्यम मंत्रालय

नई दिल्ली, 20 अगस्त, 2013

का.आ. 1769.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप नियम (4) के अनुसरण में, सूक्ष्म, लघु और मध्यम उद्यम मंत्रालय के नियंत्रणाधीन खादी और ग्रामोद्योग आयोग, मुम्बई के निम्नलिखित अधीनस्थ कार्यालय जिसके 80 प्रतिशत से अधिक कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को एतद्वारा अधिसूचित करती है:

राज्य कार्यालय,
खादी और ग्रामोद्योग आयोग,
झालाना डूंगरी,
जयपुर-302017 (राजस्थान)

[सं. ई-12016/01/2005-हिन्दी]

एस. एन. त्रिपाठी, संयुक्त सचिव

MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES

New Delhi, the 20th August, 2013

S.O. 1769.—In pursuance of sub-rule (4) of Rule 10 of the Official Language (Use for official purposes of the

Union) Rules, 1976, the Central Government hereby notifies the following subordinate office of Khadi and Village Industries Commission, Mumbai under the control of the Ministry of Micro, Small & Medium Enterprises, whose more than 80% staff has acquired working knowledge in Hindi :

State Office
Khadi and Village Industries Commission,
Jhalana Doongri,
Jaipur-302017 (Rajasthan)

[No. E-12016/01/2005-Hindi]

S. N. TRIPATHI, Jt. Secy.

मानव संसाधन विकास मंत्रालय

(उच्चतर शिक्षा विभाग)

(राजभाषा यूनिट)

नई दिल्ली, 12 अगस्त, 2013

का.आ. 1770.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप नियम 4 के अनुसरण में, मानव संसाधन विकास मंत्रालय (स्कूल शिक्षा एवं साक्षरता विभाग) के अंतर्गत केन्द्रीय विद्यालय संगठन के निम्नलिखित 1 क्षेत्रीय कार्यालय तथा 9 केन्द्रीय विद्यालयों को ऐसे कार्यालयों के रूप में, जिसके 80 प्रतिशत से अधिक कर्मचारी-वृन्द ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है :-

1. केन्द्रीय विद्यालय, संगठन क्षेत्रीय कार्यालय, वाराणसी, काशी हिन्दू विश्वविद्यालय परिसर, वाराणसी, उत्तरप्रदेश-221005
2. केन्द्रीय विद्यालय, लेदर फिनिशिंग यूनिट, मंसा टोला, बेतिया, प. चम्पारण
3. केन्द्रीय विद्यालय, काशी हिन्दू विश्वविद्यालय परिसर, वाराणसी, उत्तरप्रदेश-221005
4. केन्द्रीय विद्यालय, आई.टी.आई परिसर, जेलरोड, देवरिया - 274001
5. केन्द्रीय विद्यालय, बलिया डाकधर, जीराबस्ती, बलिया -277001
6. केन्द्रीय विद्यालय, चेरो सलेमपुर, जिला देवरिया, उत्तरप्रदेश
7. केन्द्रीय विद्यालय, सरकारी अफीम एवं क्षारोद कारखाना परिक्षेत्र, जिला गाजीपुर - 233001
8. केन्द्रीय विद्यालय, चोपान - 231205 उत्तरप्रदेश
9. केन्द्रीय विद्यालय, डी. एल. डब्ल्यू, कंचनपुर वाराणसी, उत्तरप्रदेश-221004
10. केन्द्रीय विद्यालय, सी. आर. पी. एफ., फाफमाड, इलाहाबाद, उत्तरप्रदेश-211013

[सं. 11011-1/2013-रा.भा.ए.]

अनन्त कुमार सिंह, संयुक्त सचिव

MINISTRY OF HUMAN RESOURCE DEVELOPMENT

(Department of Higher Education)

(O. L. UNIT)

New Delhi, the 12th August, 2013

S.O. 1770.—In pursuance of sub rule (4) of rule 10 of the Official Languages (Use for Official Purposes of the Union) Rules, 1976, the Central Government hereby notifies the following 1 Regional Office and 9 Kendriya Vidyalayas of Kendriya Vidyalaya Sangathan under the Ministry of Human Resource Development, (Department of School

Education & Literacy) as offices, whose more than 80% members of the staff have acquired working knowledge of Hindi :

1. Kendriya Vidyalaya, Sangathan, Regional Office, Varanasi B.H.U. Campus, Varanasi - 221005 Uttar Pradesh
2. Kendriya Vidyalaya, Leather Finishing Unit, Mansa Tola, Betaih, W.Champaran
3. Kendriya Vidyalaya, BHU Campus, Varanasi - 221005
4. Kendriya Vidyalaya, I.T.I.Campus, Jail Road, Deoria, U. P. -274001
5. Kendriya Vidyalaya, Ballia, Zeera Basti, Dist: Ballia - 277001
6. Kendriya Vidyalaya, Chero, Salempur, Dist: Deoria, Uttar Pradesh
7. Kendriya Vidyalaya, Govt. Opium and Alkd. Works Campus, Distt. Ghazipur - 233001
8. Kendriya Vidyalaya, Chopan - 231205, Uttar Pradesh
9. Kendriya Vidyalaya, DLW, Kanchanpur, Varanasi, Uttar Pradesh - 221004
10. Kendriya Vidyalaya, C.R.P.F. Phaphamau Allahabad, U. P. -211013

[No.11011-1/2013-O.L.U.]

ANANT KUMAR SINGH, Jt. Secy.

स्वास्थ्य एवं परिवार कल्याण मंत्रालय

नई दिल्ली, 6 फरवरी, 2013

का.आ. 1771.—केन्द्र सरकार, दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय दंत चिकित्सा परिषद् से परामर्श करने के बाद, एतद्वारा उक्त अधिनियम की अनुसूची के भाग-1 में निम्नलिखित संशोधन करती है अर्थात् :—

2. श्री मूकाम्बिका दंत विज्ञान संस्थान, चेन्नै के लिए दि तमिलनाडू डॉ. एम.जी.आर. चिकित्सा विश्वविद्यालय, चेन्नै द्वारा प्रदत्त दंत चिकित्सा डिग्रियों की मान्यता के संबंध में दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-1 में क्रम संख्या 34 के XIII के सामने कालम 2 एवं 3 की मौजूदा प्रविष्टियों में निम्नलिखित प्रविष्टियां अन्तःस्थापित की जाएंगी :—

“(ii) मास्टर आफ डेंटल सर्जरी

प्रोस्थोडोटिक्स एंड क्राउन एंड ब्रिज
(यदि 25-04-2012 को या उसके बाद प्रदान
की गई)

एम डी एस (प्रोस्थो) दि तमिलनाडू डॉ. एम.जी.आर.
चिकित्सा विश्वविद्यालय, चेन्नै”

[सं. वी. 12017/22/2008-डी ई]

अनीता त्रिपाठी, अवर सचिव

MINISTRY OF HEALTH AND FAMILY WELFARE

New Delhi, the 6th February, 2013

S.O. 1771.—In exercise of the powers conferred by sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with the Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely :—

2. In the existing entries of columns 2 and 3 against XIII Serial No. 34, in Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of dental degrees awarded by The Tamil Nadu Dr. M.G. R. Medical University , Chennai, the following entries in respect of Sree Mookambika Institute of Dental Sciences, Kulasekharan, Tamil Nadu shall be inserted :—

“(ii) Master of Dental Surgery

Prosthodontics and Crown & Bridge
(if granted on or after 25-04-2012)

MDS(Prostho), The Tamil Nadu Dr. M.G. R. Medical University , Chennai”

[No. V. 12017/22/2008-DE]

ANITA TRIPATHI, Under Secy.

नई दिल्ली, 17 जुलाई, 2013

का.आ. 1772.—केन्द्र सरकार, दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय दंत चिकित्सा परिषद् से परामर्श करने के बाद, एतद्वारा उक्त अधिनियम की अनुसूची के भाग-I में निम्नलिखित संशोधन करती है अर्थात् :—

2. द तमिलनाडू डॉ. एम. जी. आर. मेडीकल विश्वविद्यालय, चैन्नई द्वारा प्रदत्त दंत चिकित्सा डिग्रियों की मान्यता के संबंध में दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-1 में, XIII के क्रम संख्या 34 के समक्ष कालम 2 एवं 3 की मौजूदा प्रविष्टियों में श्री मूकमबीका दंत विज्ञान संस्थान, कुलासेखारम तमिलनाडू के संबंध में मास्टर ऑफ डेंटल सर्जरी शीर्षक के तहत निम्नलिखित प्रविष्टियां अन्तःस्थापित की जाएंगी :

पीरियोडोटेलॉजी

(यदि 23-04-2013 को या उसके बाद प्रदान
की गई)

ऑर्थोडोंटीक्स एंड डेम्पेशियल ऑर्थोपेडीक्स
(यदि 23-04-2013 को या उसके बाद प्रदान
की गई)

कंसरवेटीव डेंटीसट्री एंड एंडोडोटीक्स
(यदि 23-04-2013 को या उसके बाद प्रदान
की गई)

एम. डी. एस. (पीरियोडोटेलॉजी) दि तमिलनाडू डॉ. एम.जी.आर.
मेडीकल विश्वविद्यालय, चैन्नई

एम. डी. एस. (ऑर्थोडोंटीक्स) दि तमिलनाडू डॉ. एम.जी.आर.
मेडीकल विश्वविद्यालय, चैन्नई

एम. डी. एस. (कंसरवेटीव डेंटीसट्री) दि तमिलनाडू डॉ. एम.जी.आर.
मेडीकल विश्वविद्यालय, चैन्नई ।

[सं. वी. 12017/22/2008-डी ई]

अनीता त्रिपाठी, अवर सचिव

New Delhi, the 17th July, 2013

S.O. 1772.—In exercise of the powers conferred by sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with the Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely :—

2. In the existing entries of columns 2 and 3 against XIII Serial No. 34, in Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of dental degrees awarded by The Tamil Nadu Dr. M.G. R. Medical University , Chennai, the following entries in respect of Sree Mookambika Institute of Dental Sciences, Kulasekharam, Tamil Nadu under the heading “ Master of Dental Surgery ” shall be inserted :

Periodontology

(if granted on or after 23-04-2013)

MDS(Perio), The Tamil Nadu Dr. M.G. R. Medical University, Chennai,

Orthodontics & Demtofacial Orthopedics

(if granted on or after 23-04-2013)

MDS(Ortho), The Tamil Nadu Dr. M.G. R. Medical University , Chennai,

Conservative Dentistry & Endodontics

(if granted on or after 23-04-2013)

MDS(Con. Dent), The Tamil Nadu Dr. M.G. R. Medical University , Chennai.

[No. V. 12017/22/2008-DE]

ANITA TRIPATHI, Under Secy.

नई दिल्ली, 17 जनवरी, 2013

का.आ. 1773.—केन्द्र सरकार, दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय दंत चिकित्सा परिषद् से परामर्श करने के बाद, एतद्वारा उक्त अधिनियम की अनुसूची के भाग-I में निम्नलिखित संशोधन करती है, अर्थात् :—

2. गुरु घासीदास विश्वविद्यालय, बिलासपुर द्वारा प्रदत्त दंत चिकित्सा डिग्रियों की मान्यता के संबंध में दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-1 में, क्रम संख्या 92 के समक्ष कालम 2 एवं 3 की मौजूदा प्रविष्टियों में निम्नलिखित प्रविष्टियां अन्तःस्थापित की जाएंगी :—

(ii) “त्रिवेणी दंत चिकित्सा विज्ञान संस्थान

अस्पताल एवं अनुसंधान केंद्र, बिलासपुर

बैचलर ऑफ डेंटल सर्जरी

(यदि 3-10-2012 को या उसके बाद प्रदान
की गई)

बी.डी.एस. गुरु घासीदास विश्वविद्यालय, बिलासपुर”

[सं. वी. 12017/83/2006-डीई]

अनीता त्रिपाठी, अवर सचिव

New Delhi, the 17th January, 2013

S.O. 1773.—In exercise of the powers conferred by sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with the Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely :—

2. In the existing entries of columns 2 and 3 against Serial No. 92, in Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of dental degrees awarded by Guru Ghasidas University , Bilaspur, the following entries shall be inserted thereunder :—

“(ii) Triveni Institute of Dental Sciences,
Hospital & Research Centre, Bilaspur

BDS, Guru Ghasidas University , Bilaspur”

Bachelor of Dental Surgery
(if granted on or after 3-10-2013)

[No. V. 12017/83/2006-DE]

ANITA TRIPATHI, Under Secy.

नई दिल्ली, 20 फरवरी, 2013

का.आ. 1774.—केन्द्र सरकार, दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय दंत चिकित्सा परिषद् से परामर्श करने के बाद, एतद्वारा उक्त अधिनियम की अनुसूची के भाग-1 में निम्नलिखित संशोधन करती है, अर्थात् :—

2. दयानंद सागर कॉलेज ऑफ डेंटल साईंसेज, बैंगलूर, कर्नाटक के लिए राजीव गांधी स्वास्थ्य विज्ञान विश्वविद्यालय, कर्नाटक द्वारा प्रदत्त दंत चिकित्सा डिग्रियों की मान्यता के संबंध में दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-1 में, क्रम संख्या 49 के सामने कालम 2 एवं 3 की मौजूदा प्रविष्टियों में निम्नलिखित प्रविष्टियां अन्तःस्थापित की जाएंगी :—

प्रोस्थोडोटिक्स एंड क्राउन एंड ब्रिज
(यदि 23-5-2013 को या उसके बाद प्रदान
की गई)

एम डी एस (प्रोस्थो) राजीव गांधी स्वास्थ्य विज्ञान
विश्वविद्यालय, कर्नाटक”

[सं. वी. 12017/34/2004-डीई]

अनीता त्रिपाठी, अवर सचिव

New Delhi, the 20th February, 2013

S.O. 1774.—In exercise of the powers conferred by sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with the Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely :—

2. In the existing entries of columns 2 and 3 of Serial No. 49, in Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of dental degrees awarded by Rajiv Gandhi University of Health Sciences, Bangalore, Karnataka against Dayananda Sagar College of Dental Sciences, Bangalore, Karnataka, the following entries shall be inserted thereunder :—

“Prosthodontics and Crown & Bridge
(if granted on or after 23-05-2012)

MDS(Prostho.), Rajiv Gandhi University of
Health Sciences, Bangalore”

[No. V. 12017/34/2004-DE]

ANITA TRIPATHI, Under Secy.

नई दिल्ली, 12 फरवरी, 2013

का.आ. 1775.—केन्द्र सरकार, दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय दंत चिकित्सा परिषद् से परामर्श करने के बाद, एतद्वारा उक्त अधिनियम की अनुसूची के भाग-1 में निम्नलिखित संशोधन करती है, अर्थात् :—

जे.एस.एस. डेंटल कॉलेज एंड अस्पताल, मैसूर के लिए जगदगुरु श्री शिवराश्रीश्वरा विश्वविद्यालय, मैसूर द्वारा प्रदत्त दंत चिकित्सा डिग्रियों की मान्यता के संबंध में दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-1 में, क्रम संख्या 49 के सामने कालम 2 एवं 3 की मौजूदा प्रविष्टियों में “मास्टर ऑफ डेंटल सर्जरी” शीर्षक के तहत निम्नलिखित प्रविष्टियां अन्तःस्थापित की जाएंगी :—

“पब्लिक हेल्थ डॉइस्ट्री
(यदि 21-4-2012 को या उसके बाद प्रदान
की गई)

एम डी एस (पब्लिक हेल्थ डॉइस्ट्री),
जगदगुरु श्री शिवराश्रीश्वरा विश्वविद्यालय, मैसूर”

[सं. वी. 12017/14/2011-डीई]

सूबे सिंह, उप सचिव

New Delhi, the 12th February, 2013

S.O. 1775.—In exercise of the powers conferred by sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with the Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely :—

2. In the existing entries of columns 2 and 3 of Serial No. 108, in Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of dental degrees awarded by Jagadguru Sri Shivarathreeshwara University Mysore, the following entries in respect of J.S.S. Dental College & Hospital, Mysore under the heading “Master of Dental Surgery” shall be inserted :

“Public Health Dentistry
(if granted on or after 21-04-2012)

MDS (Pub. Health Dent.),
Jagadguru Sri Shivarathreeshwara
University Mysore”

[No. V. 12017/14/2011-DE]

SUBE SINGH, Dy. Secy.

नई दिल्ली, 2 जुलाई, 2013

का.आ. 1776.—केन्द्र सरकार, दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय दंत चिकित्सा परिषद् से परामर्श करने के बाद, एतद्वारा उक्त अधिनियम की अनुसूची के भाग-I में निम्नलिखित संशोधन करती है, अर्थात् :—

2. पंडित बी.डी. शर्मा स्वास्थ्य विज्ञान विश्वविद्यालय, रोहतक द्वारा प्रदत्त दंत चिकित्सा डिप्रियों की मान्यता के संबंध में दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-1 में, क्रम संख्या 84 के समक्ष कालम 2 एवं 3 की मौजूदा प्रविष्टियों में निम्नलिखित प्रविष्टियां अन्तःस्थापित की जाएंगी :—

“बी आर एस दंत चिकित्सा कॉलेज एवं
अस्पताल पंचकुला

बैचलर ऑफ डेंटल सर्जरी
(यदि 17-08-2012 को या उसके बाद प्रदान
की गई)

बी.डी.एस., पंडित बी.डी. शर्मा स्वास्थ्य विज्ञान
विश्वविद्यालय, रोहतक”

[सं. वी. 12017/01/2013-डीई]

अनीता त्रिपाठी, अवर सचिव

New Delhi, the 2nd July, 2013

S.O. 1776.—In exercise of the powers conferred by sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely :—

2. In the existing entries of columns 2 and 3 against Serial No. 84, in Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of dental degrees awarded by Pt. B. D. Sharma University of Health Sciences, Rohtak, the following entries shall be inserted thereunder :—

“BRS Dental College & Hospital,
Panchkula

BDS, Pt. B. D. Sharma University of Health
Sciences, Rohtak”

Bachelor of Dental Surgery
(if granted on or after 17-8-2012)

[No. V. 12017/01/2013-DE]

ANITA TRIPATHI, Under Secy.

नई दिल्ली, 2 जुलाई, 2013

का.आ. 1777.—केन्द्र सरकार, दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय दंत चिकित्सा परिषद् से परामर्श करने के बाद, एतद्वारा उक्त अधिनियम की अनुसूची के भाग-I में निम्नलिखित संशोधन करती है, अर्थात् :—

2. दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-1 में, क्रम संख्या 112 के बाद निम्नलिखित क्रम संख्या और प्रविष्टियां अन्तःस्थापित की जाएंगी, अर्थात् :—

“113 जिवाजी विश्वविद्यालय, ग्वालियर
(मध्य प्रदेश)

इंस्टीट्यूट ऑफ डेंटल एजुकेशन एंड एड्वांस
स्टडीज (आईडियाज), ग्वालियर

बैचलर ऑफ डेंटल सर्जरी
(यदि 27-04-2013 को या उसके बाद प्रदान
की गई)

बी.डी.एस., जिवाजी विश्वविद्यालय, ग्वालियर
(मध्य प्रदेश)”

[सं. वी. 12017/68/2006-डीई]

अनीता त्रिपाठी, अवर सचिव

New Delhi, the 2nd July, 2013

S.O. 1777.—In exercise of the powers conferred by sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with the Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely :—

2. In Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) after Serial No. 112, the following Serial number and entries shall be inserted namely :—

“113 Jiwaji University, Gwalior, (M.P.) .	Institute of Dental Education & Advance Studies (IDEAS), Gwalior.
Bachelor of Dental Surgery (if granted on or after 27-4-2013)	BDS, Jiwaji University, Gwalior, (M.P.) .”

[No. V. 12017/68/2006-DE]

ANITA TRIPATHI, Under Secy.

नई दिल्ली, 24 जनवरी, 2013

का.आ. 1778.—केन्द्र सरकार, दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय दंत चिकित्सा परिषद् से परामर्श करने के बाद, एतद्वारा उक्त अधिनियम की अनुसूची के भाग-I में निम्नलिखित संशोधन करती है अर्थात् :—

महात्मा गांधी विश्वविद्यालय, कोट्टायम, केरल द्वारा प्रदत्त दंत चिकित्सा डिप्रियों की मान्यता के संबंध में दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-1 में, क्रम संख्या 68 के समक्ष कालम 2 एवं 3 की मौजूदा प्रविष्टियों में निम्नलिखित प्रविष्टियां अन्तःस्थापित की जाएंगी :—

“इंदिरा गांधी दंत चिकित्सा विज्ञान संस्थान, कोठमंगलम, केरल	बी.डी.एस. महात्मा गांधी विश्वविद्यालय, कोट्टायम, केरल”
बैचलर ऑफ डेंटल सर्जरी (यदि 20-11-2012 को या उसके बाद प्रदान की गई)	

[सं. वी. 12017/38/2005-डीई]

अनीता त्रिपाठी, अवर सचिव

New Delhi, the 24 January, 2013

S.O. 1778.—In exercise of the powers conferred by sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with the Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely :—

2. In the existing entries of columns 2 and 3 against Serial No. 68, in Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of dental degrees awarded by Mahatma Gandhi University, Kottayam Kerala, the following entries shall be inserted thereunder :—

“Indira Gandhi Institute of Dental Sciences Kothamangalam, Kerala,	BDS, Mahatma Gandhi University, Kottayam, Kerala”
Bachelor of Dental Surgery (if granted on or after 20-11-2012)	

[No. V. 12017/38/2005-DE]

ANITA TRIPATHI, Under Secy.

नई दिल्ली, 17 जुलाई, 2013

का.आ. 1779.—केंद्र सरकार दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय दंत चिकित्सा परिषद् से परामर्श करने के बाद, एतद्वारा उक्त अधिनियम की अनुसूची के भाग-1 में निम्नलिखित संशोधन करती है, अर्थात् :-

(2) श्री सिद्धार्थ विश्वविद्यालय, टूमकुर द्वारा प्रदत्त दंत चिकित्सा डिग्रियों की मान्यता के सम्बंध में दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-1 में, क्रम संख्या 99 के समक्ष कालम 2 एवं 3 की मौजूदा प्रविष्टियों में श्री सिद्धार्थ डेंटल कॉलेज, टूमकुर, कर्नाटक के सम्बंध में मास्टर ऑफ डेंटल सर्जरी शीर्षक के तहत निम्नलिखित प्रविष्टियां अंतः स्थापित की जाएंगी :-

“प्रोस्थोडेंटीक एंड क्राउन एंड ब्रिज
(यदि 21-5-2013 को या उसके बाद प्रदान की गई)

एम.डी.एस. (प्रोस्थो), श्री सिद्धार्थ विश्वविद्यालय, टूमकुर

पैडोंटोटेक्स एंड प्रीवेंटिव डेंटीस्ट्री
(यदि 21-5-2013 को या उसके बाद प्रदान की गई)

एम.डी.एस. (पैडो), श्री सिद्धार्थ विश्वविद्यालय, टूमकुर”

[सं. वी. 12017/01/2010-डीई]
अनीता त्रिपाठी, अवर सचिव

New Delhi, the 17th July, 2013

S.O. 1779.—In exercise of the powers conferred by sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with the Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely:-

2. In the existing entries of column 2 & 3 against of Serial No.99 in Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of dental degrees awarded by Sri Siddhartha University, Tumkur, the following entries in respect of Sri Siddhartha Dental College, Tumkur, Karnataka under the heading "Master of Dental Surgery" shall be inserted:

“Prosthodontics and Crown & Bridge
(if granted on or after 21-5-2013)

MDS (Prostho), Sri Siddhartha University, Tumkur

Paedodontics and Preventive Dentistry
(if granted on or after 21-5-2013)

MDS (Paedo), Sri Siddhartha University, Tumkur”

[No. V-12017/01/2010-DE]
ANITA TRIPATHI, Under Secy.

नई दिल्ली, 17 जनवरी, 2013

का.आ. 1780.—केंद्र सरकार दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय दंत चिकित्सा परिषद् से परामर्श करने के बाद, एतद्वारा उक्त अधिनियम की अनुसूची के भाग-1 में निम्नलिखित संशोधन करती है, अर्थात् :-

राजस्थान स्वास्थ्य विज्ञान विश्वविद्यालय, जयपुर द्वारा प्रदत्त दंत चिकित्सा डिग्रियों की मान्यता के सम्बंध में दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-1 में, क्रम संख्या 72 के समक्ष कॉलम 2 एवं 3 की मौजूदा प्रविष्टियों में निम्नलिखित प्रविष्टियां अंतः स्थापित की जाएंगी :-

IX. “दासवानी दंत चिकित्सा कॉलेज एवं अनुसंधान केंद्र, कोटा

बैचलर ऑफ डेंटल सर्जरी
(यदि 10-10-2012 को या उसके बाद प्रदान की गई)

बी. डी. एस., राजस्थान स्वास्थ्य विज्ञान विश्वविद्यालय, जयपुर”

[सं. वी. 12017/83/2005-डीई]
अनीता त्रिपाठी, अवर सचिव

New Delhi, the 17th January, 2013

S.O. 1780.—In exercise of the powers conferred by sub-section (2) of section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with the Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely:-

2. In the existing entries of column 2 & 3 against Serial No.72 in Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of dental degrees awarded by Rajasthan University of Health Sciences, Jaipur, the following entries shall be inserted thereunder :

“IX. Daswani Dental College & Research
Centre, Kota

Bachelor of Dental Surgery
(if granted on or after 10-10-2013)

BDS , Rajasthan University of Health Sciences, Jaipur.”

[No.V.-12017/83/2005-DE]
ANITA TRIPATHI, Under Secy.

सूचना और प्रसारण मंत्रालय

नई दिल्ली, 16 अगस्त, 2013

का.आ. 1781.—केंद्र सरकार राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उपनियम (4) के अनुसरण में क्षेत्रीय प्रचार निदेशालय, पूर्वी ब्लॉक-IV, लेबल-III, आर. के. पुरम, नई दिल्ली (सूचना और प्रसारण मंत्रालय) के निम्नलिखित अधीनस्थ कार्यालयों, जिनके 80% से अधिक कर्मचारीवृन्द ने हिंदी का कार्य साधक ज्ञान प्राप्त कर लिया है, को अधिसूचित करती है :-

- (क) प्रादेशिक कार्यालय, वर्धमान
- (ख) प्रादेशिक कार्यालय, बाकुरा
- (ग) प्रादेशिक कार्यालय, रानाघाट
- (घ) प्रादेशिक कार्यालय, चंचुंगा
- (ङ) प्रादेशिक कार्यालय, पोर्ट ब्लेयर
- (च) प्रादेशिक कार्यालय, मेदिनीपुर

[सं. ई-11017/6/2012-हिंदी]
प्रियम्बदा, निदेशक (रा.भा.)

MINISTRY OF INFORMATION AND BROADCASTING

New Delhi, the 16th August, 2013

S.O. 1781.—In pursuance of sub-rule (4) of Rule 10 of the Official Languages (Use for Official Purposes of the Union) Rules, 1976, the Central Government hereby notifies the following offices under Directorate of Field Publicity, East Block-IV, Label-III, R.K. Puram, New Delhi (Ministry of Information and Broadcasting) more than 80% of the staff whereof have acquired the working knowledge of Hindi :—

- (a) Regional Office, Vardhman
- (b) Regional Office, Bakura
- (c) Regional Office, Ranaghat
- (d) Regional Office, Chunchunra
- (e) Regional Office, Portblair
- (f) Regional Office, Medinipur

[No. E-11017/6/2012-Hindi]

PRIYAMVADA, Director (O.L.)

नई दिल्ली, 16 अगस्त, 2013

का.आ. 1782.—केंद्र सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उपनियम (4) के अनुसरण में आकाशवाणी महानिदेशालय, प्रसार भारती, नई दिल्ली (सूचना और प्रसारण मंत्रालय) के अधीनस्थ कार्यालयों आकाशवाणी, चेन्नै जिसके 80 % से अधिक कर्मचारीवृन्द ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को अधिसूचित करती है।

[सं. ई- 11017/6/2012-हिंदी]

प्रियम्बदा, निदेशक (रा. भा.)

New Delhi, the 16th August, 2013

S.O. 1782.—In pursuance of sub-rule (4) of Rule 10 of the Official Languages (Use for Official Purposes of the Union) Rules, 1976, the Central Government hereby notifies All India Radio, Chennai under Directorate General of All India Radio, Prasar Bharti, New Delhi (Ministry of Information and Broadcasting) more than 80% of the staff whereof have acquired the working knowledge of Hindi.

[No. E-11017/6/2012-Hindi]

PRIYAMVADA, Director (O.L.)

उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय

(उपभोक्ता मामले विभाग)

(भारतीय मानक ब्यूरो)

नई दिल्ली, 31 जुलाई, 2013

का.आ. 1783.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिये गये मानक (कों) में संशोधन किया गया/किये गये हैं :

अनुसूची

क्रम सं.	संशोधित भारतीय मानक (कों) की संख्या वर्ष और शोर्षक	संशोधन की संख्या और तिथि	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आई एस 13607 : 1992 तैयार मिश्रित रंग रोगन, फिनिशिंग देने वाले, सामान्य उपयोग के लिए, सर्शिलष्ट--विशिष्टि	संशोधन संख्या नं 2 जुलाई, 2013	31 जुलाई 2012

इस संशोधन की प्रति भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह ज़फर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूर्ण तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं। भारतीय मानकों को <http://www.standardsbis.in> द्वारा इंटरनेट पर खरीदा जा सकता है।

[संदर्भ सीएचडी 20/आईएस 13607]
डा. राजीव के. झा, वैज्ञानिक 'एफ' एवं प्रमुख (रसायन)

MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION

(Department of Consumer Affairs)

(BUREAU OF INDIAN STANDARDS)

New Delhi, the 31st July, 2013

S.O. 1783.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the amendment to the Indian Standards, particulars of which are given in the Schedule hereto annexed have been issued :

SCHEDEULE

Sl. No.	No. and year of the Indian Standards	No. and year of the amendment	Date from which the amendment shall have effect
(1)	(2)	(3)	(4)
1.	IS 13607 : 1992 Ready mixed paint, finishing, general purposes, synthetic — specification	Amendment No. 2 July, 2013	31 July 2013

Copy of this amendment is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram. On line purchase of Indian standard can be made at :<http://www.standardsbis.in>.

[Ref. CHD 20/IS 13607]

Dr. RAJIV K. JHA, Scientist 'F' & Head (CHD)

नई दिल्ली, 12 अगस्त, 2013

का.आ. 1784.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :—

अनुसूची

क्रम सं.	स्थापित भारतीय मानक (कों) की संख्या वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आई एस 5054 (भाग 8) : 2013/आईईसी 61169-8 : 2007 रेडियो फ्रीक्वेंसी संयोजक भाग 8 विषय विशिष्टि-बेअँनेट लॉक सहित 6.5 मिमी (0.256 इंच) आंतरिक व्यास के बाह्य चालक वाले रेडियो फ्रीक्वेंसी समाक्ष संयोजक - लाक्षणिक प्रतिबाधा 50Ω (टाइप बी.एन.सी.)	-	अप्रैल 2013
2.	आई एस 15964 : 2013 डिजिटल फ्री-टू-एयर सैटेलाइट रिसीवर-विशिष्टि	-	मई 2013
3.	आईईसी 60793-1-30 (2010) प्रकाशित तंतु भाग 1 : मापन विधियाँ और परीक्षण प्रक्रियाएँ अनुभाग 30 तंतु प्रूफ परीक्षण	-	अप्रैल 2013
4.	आईईसी 60793-1-31 (2010) प्रकाशित तंतु भाग 1 : मापन विधियाँ और परीक्षण प्रक्रियाएँ अनुभाग 31 तनन समार्थ्य	-	अप्रैल 2013
5.	आईईसी 60793-1-33 (2001) प्रकाशित तंतु भाग 1 : मापन विधियाँ और परीक्षण प्रक्रियाएँ अनुभाग 33 प्रतिबल संरक्षण संवेदनशीलता	-	अप्रैल 2013
6.	आईईसी 60793-1-40 (2001) प्रकाशित तंतु भाग 1 : मापन विधियाँ और परीक्षण प्रक्रियाएँ अनुभाग 40 एटेन्युएशन	-	अप्रैल 2013
7.	आईईसी 60793-1-41 (2010) प्रकाशित तंतु भाग 1 : मापन विधियाँ और परीक्षण प्रक्रियाएँ अनुभाग 41 बैंडविड्थ	-	अप्रैल 2013
8.	आईईसी 60793-1-42 (2007) प्रकाशित तंतु भाग 1 : मापन विधियाँ और परीक्षण प्रक्रियाएँ अनुभाग 42 क्रोमेटिक परिक्षेपण	-	अप्रैल 2013
9.	आईईसी 60793-1-43 (2001) प्रकाशित तंतु भाग 1 : मापन विधियाँ और परीक्षण प्रक्रियाएँ अनुभाग 43 संख्यात्मक छिद्र	-	अप्रैल 2013
10.	आईईसी 60793-1-45 (2001) प्रकाशित तंतु भाग 1 : मापन विधियाँ और परीक्षण प्रक्रियाएँ अनुभाग 45 मॉड फिल्ड व्यास	-	अप्रैल 2013
11.	आईईसी 60793-1-46 (2001) प्रकाशित तंतु भाग 1 : मापन विधियाँ और परीक्षण प्रक्रियाएँ अनुभाग 46 प्रकाशित पारगमनता के बदलाव को मानीटर करना	-	अप्रैल 2013

(1)	(2)	(3)	(4)
12.	आईईसी 60793-1-47 (2009) प्रकाशिक तंतु भाग 1 : मापन विधियाँ और परीक्षण प्रक्रियाएँ अनुभाग 47 मैक्रोबेन्डिंग लॉस	-	अप्रैल 2013
13.	आईईसी 60793-1-49 (2006) प्रकाशिक तंतु भाग 1 : मापन विधियाँ और परीक्षण प्रक्रियाएँ अनुभाग 49 अपेक्षिक मॉड डिलेय	-	अप्रैल 2013
14.	आईईसी 60793-1-34 (2006) प्रकाशिक तंतु भाग 1 : मापन विधियाँ और परीक्षण प्रक्रियाएँ अनुभाग 34 तंतु कल	-	मई 2013
15.	आईईसी 60793-1-48 (2007) प्रकाशिक तंतु भाग 1 : मापन विधियाँ और परीक्षण प्रक्रियाएँ अनुभाग 48 पोलराइजेशन मॉड परिक्षेपण	-	मई 2013
16.	आईईसी 60793-1-54 (2003) प्रकाशिक तंतु भाग 1 : मापन विधियाँ और परीक्षण प्रक्रियाएँ अनुभाग 54 गामा इरेडिएशन	-	मई 2013

इन भारतीय मानकों की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह ज़फर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ एल आई टी डी/जी-75]
पी.राधाकृष्णा, वैज्ञानिक 'एफ' एवं प्रमुख (इलैक्ट्रॉनिकी एवं आई टी)

New Delhi, the 12th August, 2013

S.O. 1784.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :

SCHEDULE

Sl. No.	No. and Year of the Indian Standards Established	No. and Year of the Indian Standards, if any, Superseded by the New Indian Standard	Date of Established
(1)	(2)	(3)	(4)
1.	IS 5054 (Part 8) : 2013/IEC 61169-8 : 2007 Radio frequency connectors Part 8: Sectional specification -RF-coaxial connectors with inner diameter of outer conductor 6.5 mm (0.256 in) with bayonet lock-Characteristic impedance 50Ω (type bnc)	-	April, 2013

(1)	(2)	(3)	(4)
2.	IS/15964 : 2013 Digital free to air satellite receiver —specification	-	May, 2013
3.	IS/IEC 60793-1-30 : (2010) Optical Fibres - Part 1 : Measurement methods and test procedures - Sec 30 Fibre proof test	-	April, 2013
4.	IS/IEC 60793-1-31 : (2010) Optical fibres - Part 1 : Measurement methods and test procedures - Sec 31 Tensile strength	-	April, 2013
5.	IS/IEC 60793-1-33 : (2001) Optical fibres - Part 1 : Measurement methods and test procedures - Sec 33 Stress Corrosion Susceptibility	-	April, 2013
6.	IS/IEC 60793-1-40 : (2001) Optical fibres - Part 1 : Measurement methods and test procedures - Sec 40 Attenuation	-	April, 2013
7.	IS/IEC 60793-1-41 : (2010) Optical fibres - Part 1 : Measurement methods and test procedures - Sec 41 Bandwidth	-	April, 2013
8.	IS/IEC 60793-1-42 : (2007) Optical fibres - Part 1 : Measurement methods and test procedures - Sec 42 Chromatic Dispersion	-	April, 2013
9.	IS/IEC 60793-1-43 : (2001) Optical fibres - Part 1 : Measurement methods and test procedures - Sec 43 Numerical Aperature	-	April, 2013
10.	IS/IEC 60793-1-45 : (2001) Optical fibres - Part 1 : Measurement methods and test procedures - Sec 45 Mode Field Diameter	-	April, 2013
11.	IS/IEC 60793-1-46 : (2001) Optical fibres - Part 1 : Measurement methods and test procedures - Sec 46 Monitoring of changes in optical transmittance	-	April, 2013
12.	IS/IEC 60793-1-47 : (2009) Optical fibres - Part 1 : Measurement methods and test procedures - Sec 47 Macrobending loss	-	April, 2013

(1)	(2)	(3)	(4)
13.	IS/IEC 60793-1-49 : (2006) Optical fibres - Part 1 : Measurement methods and test procedures - Sec 49 Differential mode delay	-	April, 2013
14.	IS/IEC 60793-1-34 : (2006) Optical fibres - Part 1 : Measurement methods and test procedures - Sec 34 Fibre Curl	-	May, 2013
15.	IS/IEC 60793-1-48 : (2007) Optical fibres - Part 1 : Measurement methods and test procedures - Sec 48 Polarization mode dispersion	-	May, 2013
16.	IS/IEC 60793-1-54 : (2003) Optical fibres - Part 1 : Measurement methods and test procedures - Sec 54 Gamma irradiation	-	May, 2013

Copy of these Standards is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune and Thiruvananthapuram.

[Ref. LITD/G-75]

P. RADHAKRISHNA, Scientist 'F' & Head (LITD)

नई दिल्ली, 31 जुलाई, 2013

का.आ. 1785.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 3676 तारीख 20-11-2002 एवं का.आ. 1511(अ) तारीख 17-6-2009 में जो भारत के राजपत्र के भाग II खण्ड 3 उपखण्ड (ii) प्रकाशित की गई थी, में निम्नलिखित संशोधन करती है, अर्थात् :-

उक्त अधिसूचना की अनुसूची की “तहसील सरदारशहर”

(क) स्तम्भ 1 में गाँव “अड़सीसर”

- (i) स्तम्भ 2 के सर्वेक्षण संख्या “819/63”, के सामने स्तम्भ 4 में क्षेत्रफल “3-00+2-10” कुल क्षेत्रफल “5-10” के स्थान पर क्षेत्रफल “2-10” रखा जायेगा।
- (ii) स्तम्भ 2 के सर्वेक्षण संख्या “483/60”, के सामने स्तम्भ 4 में क्षेत्रफल “0-16+0-15” कुल क्षेत्रफल “1-11” के स्थान पर क्षेत्रफल “0-15” रखा जायेगा।
- (iii) स्तम्भ 2 के सर्वेक्षण संख्या “479/60”, के सामने स्तम्भ 4 में क्षेत्रफल “1-05+2-13” कुल क्षेत्रफल “3-18” के स्थान पर क्षेत्रफल “2-13” रखा जायेगा।
- (iv) स्तम्भ 2 के सर्वेक्षण संख्या “478/57”, के सामने स्तम्भ 4 में क्षेत्रफल “2-11+3-04” कुल क्षेत्रफल “5-15” के स्थान पर क्षेत्रफल “3-04” रखा जायेगा।
- (v) स्तम्भ 2 के सर्वेक्षण संख्या “619/484/60”, के सामने स्तम्भ 4 में क्षेत्रफल “0-02+0-05” कुल क्षेत्रफल “0-07” के स्थान पर क्षेत्रफल “0-05” रखा जायेगा।

[सं. आर-31015/11/2002-ओआर-II]

पबन कुमार, अवर सचिव

New Delhi, the 31st July, 2013

S.O. 1785.—In exercise of the powers conferred by sub section (1) of Section 6 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby makes the following amendments in the notification of the Government of India in the Ministry of Petroleum and Natural Gas, S.O. 3676 dated 20-11-2002 and S.O. 1511 (E) dated 17-06-2009 published in Part II, Section 3, sub-section (ii), of the Gazette of India, namely :-

In Schedule to the said notification of Tehsil Sardarshahar :-

(A) against village "Arsesar" , in column 1,

(i) In survey no. "819/63", in column 2, for the areas "3-00+2-10" total area "5-10", in column 4, the area "2-10" shall be substituted.

(ii) In survey no. "483/60", in column 2, for the areas "0-16+0-15" total area "1-11", in column 4, the area "0-15" shall be substituted.

(iii) In survey no. "479/60", in column 2, for the areas "1-05+2-13" total area "3-18", in column 4, the area "2-13" shall be substituted.

(iv) In survey no. "478/57", in column 2, for the areas "2-11 +3-04" total area "5-15" in column 4, the area "3-04" shall be substituted.

(v) In survey no. "619/484/60", in column 2, for the areas "0-02+0-05" total area "0-07", in column 4, the area "0-05" shall be substituted.

[No. R-31015/11/2002-OR-II]

PAWAN KUMAR, Under Secy.

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 31 जुलाई, 2013

का.आ. 1786.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 1800 तारीख 27-5-2002 में जो भारत के राजपत्र के भाग 2 खण्ड 3 उप-खण्ड (ii) प्रकाशित की गई थी, में निम्नलिखित संशोधन करती है, अर्थात् :-

उक्त अधिसूचना की अनुसूची की “तहसील श्रीडूंगरगढ़”

(क) स्तम्भ 1 में गाँव “बेनीसर”

- (i) स्तम्भ 2 के सर्वेक्षण संख्या “399”, के सामने स्तम्भ 4 में क्षेत्रफल “0-15” के स्थान पर क्षेत्रफल “शुन्य” रखा जायेगा।
- (ii) स्तम्भ 2 के सर्वेक्षण संख्या “398”, के सामने स्तम्भ 4 में क्षेत्रफल “2-12” के स्थान पर क्षेत्रफल “शुन्य” रखा जायेगा।
- (iii) स्तम्भ 2 के सर्वेक्षण संख्या “395”, के सामने स्तम्भ 4 में क्षेत्रफल “1-06” के स्थान पर क्षेत्रफल “शुन्य” रखा जायेगा।
- (iv) स्तम्भ 2 के सर्वेक्षण संख्या “385”, के सामने स्तम्भ 4 में क्षेत्रफल “1-03” के स्थान पर क्षेत्रफल “शुन्य” रखा जायेगा।
- (v) स्तम्भ 2 के सर्वेक्षण संख्या “386”, के सामने स्तम्भ 4 में क्षेत्रफल “0-04” के स्थान पर क्षेत्रफल “शुन्य” रखा जायेगा।
- (vi) स्तम्भ 2 के सर्वेक्षण संख्या “387”, के सामने स्तम्भ 4 में क्षेत्रफल “0-19” के स्थान पर क्षेत्रफल “शुन्य” रखा जायेगा।
- (vii) स्तम्भ 2 के सर्वेक्षण संख्या “389”, के सामने स्तम्भ 4 में क्षेत्रफल “0-12” के स्थान पर क्षेत्रफल “शुन्य” रखा जायेगा।
- (viii) स्तम्भ 2 के सर्वेक्षण संख्या “184”, के सामने स्तम्भ 4 में क्षेत्रफल “2-14” के स्थान पर क्षेत्रफल “शुन्य” रखा जायेगा।

- (ix) स्तम्भ 2 के सर्वेक्षण संख्या “185”, के सामने स्तम्भ 4 में क्षेत्रफल “0-01” के स्थान पर क्षेत्रफल “शुन्य” रखा जायेगा।
- (x) स्तम्भ 2 के सर्वेक्षण संख्या “183”, के सामने स्तम्भ 4 में क्षेत्रफल “0-12” के स्थान पर क्षेत्रफल “शुन्य” रखा जायेगा।
- (xi) स्तम्भ 2 के सर्वेक्षण संख्या “186”, के सामने स्तम्भ 4 में क्षेत्रफल “1-17” के स्थान पर क्षेत्रफल “शुन्य” रखा जायेगा।
- (xii) स्तम्भ 2 के सर्वेक्षण संख्या “368”, के सामने स्तम्भ 4 में क्षेत्रफल “1-02” के स्थान पर क्षेत्रफल “शुन्य” रखा जायेगा।

[सं. आर-31015/3/2001-ओआर-II]

पवन कुमार, अवर सचिव

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 31st July, 2013

S.O. 1786.—In exercise of the powers conferred by sub section (1) of Section 6 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby makes the following amendments in the notification of the Government of India in the Ministry of Petroleum and Natural Gas, S.O. 1800 dated 27-05-2002 published in Part II, Section 3, sub-section (ii), of the Gazette of India, namely :-

In Schedule to the said notification of Tehsil Shri Dungargarh :-

(A) against village "Benisar", in column 1,

- (i) In survey no. “399”, in column 2, for the areas “0-15” in column 4, the area “NIL” shall be substituted.
- (ii) In survey no. “398”, in column 2, for the areas “2-12” in column 4, the area “NIL” shall be substituted.
- (iii) In survey no. “395”, in column 2, for the areas “1-06” in column 4, the area “NIL” shall be substituted.
- (iv) In survey no. “385”, in column 2, for the areas “1-03” in column 4, the area “NIL” shall be substituted.
- (v) In survey no. “386”, in column 2, for the areas “0-04” in column 4, the area “NIL” shall be substituted.
- (vi) In survey no. “387”, in column 2, for the areas “0-19” in column 4, the area “NIL” shall be substituted.
- (vii) In survey no. “389”, in column 2, for the areas “0-12” in column 4, the area “NIL” shall be substituted.
- (viii) In survey no. “184”, in column 2, for the areas “2-14” in column 4, the area “NIL” shall be substituted.
- (ix) In survey no. “185”, in column 2, for the areas “0-01” in column 4, the area “NIL” shall be substituted.
- (x) In survey no. “183”, in column 2, for the areas “0-12” in column 4, the area “NIL” shall be substituted.
- (xi) In survey no. “186”, in column 2, for the areas “1-17” in column 4, the area “NIL” shall be substituted.
- (xii) In survey no. “368”, in column 2, for the areas “1-02” in column 4, the area “NIL” shall be substituted.

[No. R-31015/3/2001-OR-II]

PAWAN KUMAR, Under Secy.

नई दिल्ली, 31 जुलाई, 2013

का.आ. 1787.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 1796 तारीख 27-5-2002 एवं का.आ. 1687(अ) तारीख 8-7-2009 में जो भारत के राजपत्र के भाग 2 खण्ड 3 उप-खण्ड (ii) प्रकाशित की गई थी, में निम्नलिखित संशोधन करती है, अर्थात् :-

उक्त अधिसूचना की अनुसूची की “तहसील नागौर”

(क) स्तम्भ 1 में गाँव “जाखनियां”

- (i) स्तम्भ 2 के सर्वेक्षण संख्या “220”, के सामने स्तम्भ 4 में क्षेत्रफल “3-02+3-11” कुल क्षेत्रफल “6-13” के स्थान पर क्षेत्रफल “3-11” रखा जायेगा।

- (v) स्तम्भ 2 के सर्वेक्षण संख्या “11”, के सामने स्तम्भ 4 में क्षेत्रफल “4-10+4-18” कुल क्षेत्रफल “9-08” के स्थान पर क्षेत्रफल “4-18” रखा जायेगा ।
 - (vi) स्तम्भ 2 के सर्वेक्षण संख्या “16”, के सामने स्तम्भ 4 में क्षेत्रफल “1-14+2-03” कुल क्षेत्रफल “3-17” के स्थान पर क्षेत्रफल “2-03” रखा जायेगा ।
 - (vii) स्तम्भ 2 के सर्वेक्षण संख्या “17”, के सामने स्तम्भ 4 में क्षेत्रफल “1-19+0-01” कुल क्षेत्रफल “2-00” के स्थान पर क्षेत्रफल “0-01” रखा जायेगा ।
 - (viii) स्तम्भ 2 के सर्वेक्षण संख्या “18”, के सामने स्तम्भ 4 में क्षेत्रफल “2-10+3-05” कुल क्षेत्रफल “5-15” के स्थान पर क्षेत्रफल “3-05” रखा जायेगा ।
 - (ix) स्तम्भ 2 के सर्वेक्षण संख्या “20”, के सामने स्तम्भ 4 में क्षेत्रफल “0-08+1-12” कुल क्षेत्रफल “2-00” के स्थान पर क्षेत्रफल “1-12” रखा जायेगा ।

(ग) स्तम्भ 1 में गाँव “श्रीबालाजी”

- (i) स्तम्भ 2 के सर्वेक्षण संख्या “774”, के सामने स्तम्भ 4 में क्षेत्रफल “1-11” के स्थान पर क्षेत्रफल “शुन्य” रखा जायेगा।

(घ) स्तम्भ 1 में गाँव “कालडी”

- (xviii) स्तम्भ 2 के सर्वेक्षण संख्या “266”, के सामने स्तम्भ 4 में क्षेत्रफल “0-03+0-03” कुल क्षेत्रफल “0-06” के स्थान पर क्षेत्रफल “0-03” रखा जायेगा।
- (xix) स्तम्भ 2 के सर्वेक्षण संख्या “237”, के सामने स्तम्भ 4 में क्षेत्रफल “0-03+0-04” कुल क्षेत्रफल “0-07” के स्थान पर क्षेत्रफल “0-04” रखा जायेगा।
- (xx) स्तम्भ 2 के सर्वेक्षण संख्या “455/377”, के सामने स्तम्भ 4 में क्षेत्रफल “2-14” के स्थान पर क्षेत्रफल “शुन्य” रखा जायेगा।
- (xxi) स्तम्भ 2 के सर्वेक्षण संख्या “456/377”, के सामने स्तम्भ 4 में क्षेत्रफल “1-10” के स्थान पर क्षेत्रफल “शुन्य” रखा जायेगा।
- (xxii) स्तम्भ 2 के सर्वेक्षण संख्या “374”, के सामने स्तम्भ 4 में क्षेत्रफल “0-03” के स्थान पर क्षेत्रफल “शुन्य” रखा जायेगा।
- (xxiii) स्तम्भ 2 के सर्वेक्षण संख्या “375”, के सामने स्तम्भ 4 में क्षेत्रफल “6-10” के स्थान पर क्षेत्रफल “शुन्य” रखा जायेगा।
- (xxiv) स्तम्भ 2 के सर्वेक्षण संख्या “380”, के सामने स्तम्भ 4 में क्षेत्रफल “2-11” के स्थान पर क्षेत्रफल “1-08” रखा जायेगा।
- (द) स्तम्भ 1 में गाँव “डेरवा”
- स्तम्भ 2 के सर्वेक्षण संख्या “6”, के सामने स्तम्भ 4 में क्षेत्रफल “7-12+7-10” कुल क्षेत्रफल “15-02” के स्थान पर क्षेत्रफल “7-10” रखा जायेगा।
 - स्तम्भ 2 के सर्वेक्षण संख्या “8”, के सामने स्तम्भ 4 में क्षेत्रफल “0-03+0-13” कुल क्षेत्रफल “0-16” के स्थान पर क्षेत्रफल “0-13” रखा जायेगा।
 - स्तम्भ 2 के सर्वेक्षण संख्या “23”, के सामने स्तम्भ 4 में क्षेत्रफल “4-02” के स्थान पर क्षेत्रफल “शुन्य” रखा जायेगा।
 - स्तम्भ 2 के सर्वेक्षण संख्या “24”, के सामने स्तम्भ 4 में क्षेत्रफल “0-01” के स्थान पर क्षेत्रफल “शुन्य” रखा जायेगा।
 - स्तम्भ 2 के सर्वेक्षण संख्या “26”, के सामने स्तम्भ 4 में क्षेत्रफल “3-01” के स्थान पर क्षेत्रफल “शुन्य” रखा जायेगा।
 - स्तम्भ 2 के सर्वेक्षण संख्या “1”, के सामने स्तम्भ 4 में क्षेत्रफल “2-01” के स्थान पर क्षेत्रफल “शुन्य” रखा जायेगा।
- (च) स्तम्भ 1 में गाँव “पींपासर”
- स्तम्भ 2 के सर्वेक्षण संख्या “56”, के सामने स्तम्भ 4 में क्षेत्रफल “2-01” के स्थान पर क्षेत्रफल “शुन्य” रखा जायेगा।

[सं. आर-31015/32/2001-ओआर-II]

पवन कुमार, अवर सचिव

New Delhi, the 31st July, 2013

S.O. 1787.— In exercise of the powers conferred by sub-section (1) of Section 6 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby makes the following amendments in the notification of the Government of India in the Ministry of Petroleum and Natural Gas, S.O. No. 1796 dated 27-05-2002 and S.O. No. 1687(E) dated 08-07-2009 published in Part II, Section 3, sub-section (ii), of the Gazette of India, namely :-

In Schedule to the said notification of Tehsil Nagaur :-

(A) against village "Jakhaniya", in column 1,

- In survey no. "220", in column 2, for the areas "3-02+3-11" total area "6-13", in column 4, the area "3-11" shall be substituted.
- In survey no. "191", in column 2, for the areas "0-06+0-16" total area "1-02", in column 4, the area "0-16" shall be substituted.
- In survey no. "98", in column 2, for the areas "0-01", in column 4, the area "NIL" shall be substituted.
- In survey no. "217", in column 2, for the areas "0-04", in column 4, the area "NIL" shall be substituted.
- In survey no. "78", in column 2, for the areas "2-15+1-08", total area "4-03" in column 4, the area "1-08" shall be substituted.

- (vi) In survey no. "79", in column 2, for the areas "1-08+2-17", total area "4-05" in column 4, the area "2-17" shall be substituted.
- (vii) In survey no. "81", in column 2, for the areas "0-04+2-05" total area "2-09", in column 4, the area "2-05" shall be substituted.
- (viii) In survey no. "80", in column 2, for the areas "2-03", in column 4, the area "NIL" shall be substituted.
- (ix) In survey no. "84", in column 2, for the areas "2-13+2-14" total area "5-07", in column 4, the area "2-14" shall be substituted,
- (x) In survey no. "83", in column 2, for the areas "2-12+1-03" total area "3-15", in column 4, the area "1-03" shall be substituted.
- (xi) In survey no. "96", in column 2 for the areas "2-11+2-06" total area "4-17", in column 4 the area "2-06" shall be substituted.
- (xii) In survey no. "95", in column 2, for the areas "0-04", in column 4, the area "NIL" shall be substituted.
- (xiii) In survey no. "94", in column 2, for the areas "2-09+4-07" total area "6-16", in column 4, the area "4-07" shall be substituted.
- (xiv) In survey no. "94/335", in column 2, for the areas "3-07", in column 4, the area "NIL" shall be substituted.
- (xv) In survey no. "219", in column 2, for the areas "3-16+2-14" total area "6-10", in column 4, the area "2-14" shall be substituted.
- (xvi) In survey no. "218", in column 2, for the areas "0-06", in column 4 the area "NIL" shall be substituted.
- (xvii) In survey no. "258", in column 2, for the areas "0-08+2-09", total area "2-17" in column 4 the area 2-09 shall be substituted.
- (xviii) In survey no. "190", in column 2, for the areas "4-11+4-00", total area "8-11", in column 4, the area "4-00" shall be substituted.
- (xix) In survey no. "189", in column 2, for the areas "0-03+0-04" total area "0-07" in column 4, the area "0-04", shall be substituted.

(B) against village "Nayagaon", in column 1,

- (i) In survey no. "7", in column 2, for the areas "2-01+7-09" total area "9-10", in column 4, the area "7-09" shall be substituted.
- (ii) In survey no. "6", in column 2, for the areas "0-01", in column 4, the area "NIL" shall be substituted.
- (iii) In survey no. "9", in column 2, for the areas "2-13", in column 4, the area "NIL" shall be substituted.
- (iv) In survey no. "10", in column 2, for the areas "2-06+2-14" total area "5-00", in column 4, the area "2-14" shall be substituted.
- (v) In survey no. "11", in column 2, for the areas "4-10+4-18" total area "9-08", in column 4, the area "4-18" shall be substituted.
- (vi) In survey no. "16", in column 2, for the areas "1-14+2-03" total area "3-17", in column 4, the area "2-03" shall be substituted.
- (vii) In survey no. "17", in column 2, for the areas "1-19+0-01" total area "2-00", in column 4, the area "0-01" shall be substituted.
- (viii) In survey no. "18", in column 2, for the areas "2-10+3-05" total area "5-15", in column 4, the area "3-05" shall be substituted.
- (ix) In survey no. "20", in column 2, for the areas "0-08+1-12" total area "2-00", in column 4, the area "1-12" shall be substituted.

(C) against village "Shri Balaji", in column 1,

- (i) In survey no. "774", in column 2, for the areas "1-11", in column 4, the area "NIL" shall be substituted.

- (D) against village "Kalri", in column 1,
- (i) In survey no. "381", in column 2, for the areas "0-05+0-07" total area "0-12", in column 4, the area "0-07" shall be substituted.
 - (ii) In survey no. "382", in column 2, for the areas "0-01+5-15" total area "5-16", in column 4, the area "5-15" shall be substituted.
 - (iii) In survey no. "371", in column 2, for the areas "2-08", in column 4, the area "NIL" shall be substituted.
 - (iv) In survey no. "370", in column 2, for the areas "0-04", in column 4 the area "NIL" shall be substituted.
 - (v) In survey no. "369", in column 2, for the areas "0-02", in column 4, the area "NIL" shall be substituted.
 - (vi) In survey no. "225", in column 2, for the areas "1-06", in column 4, the area "NIL" shall be substituted.
 - (vii) In survey no. "447/225", in column 2, for the areas "1-09+0-11" total area "2-00", in column 4, the area "0-11" shall be substituted.
 - (viii) In survey no. "223", in column 2, for the areas "4-05+5-04" total area "9-09", in column 4, the area "5-04" shall be substituted.
 - (ix) In survey no. "224", in column 2, for the areas "0-08" in column 4, the area "NIL" shall be substituted.
 - (x) In survey no. "320", in column 2, for the areas "0-01", in column 4, the area "NIL" shall be substituted.
 - (xi) In survey no. "318", in column 2, for the areas "4-03", in column 4, the area "NIL" shall be substituted.
 - (xii) In survey no. "315", in column 2, for the areas "0-16", in column 4, the area "NIL" shall be substituted.
 - (xiii) In survey no. "316", in column 2, for the areas "0-02", in column 4, the area "NIL" shall be substituted.
 - (xiv) In survey no. "338", in column 2, for the areas "0-03", in column 4, the area "NIL" shall be substituted.
 - (xv) In survey no. "239", in column 2, for the areas "3-14+8-19", total area "12-13", in column 4, the area "8-19" shall be substituted.
 - (xvi) In survey no. "347", in column 2, for the areas "2-09", in column 4, the area "NIL" shall be substituted.
 - (xvii) In survey no. "349", in column 2, for the areas "3-17+2-03" total area "6-00", in column 4, the area "2-03" shall be substituted.
 - (xviii) In survey no. "266", in column 2, for the areas "0-03+0-03" total area "0-06", in column 4, the area "0-03" shall be substituted.
 - (xix) In survey no. "237", in column 2, for the areas "0-03+0-04" total area "0-07", in column 4, the area "0-04" shall be substituted.
 - (xx) In survey no. "455/377", in column 2, for the areas "2-14", in column 4, the area "NIL" shall be substituted.
 - (xxi) In survey no. "456/377", in column 2, for the areas "1-10", in column 4, the area "NIL" shall be substituted.
 - (xxii) In survey no. "374", in column 2, for the areas "0-03", in column 4, the area "NIL" shall be substituted.
 - (xxiii) In survey no. "375", in column 2, for the areas "6-10" in column 4, the area "NIL" shall be substituted.
 - (xxiv) In survey no. "380", in column 2, for the areas "2-11", in column 4, the area "1-08" shall be substituted.
- (E) against village "Dehrwa", in column 1,
- (i) In survey no. "6", in column 2, for the areas "7-12+7-10", total area "15-02", in column 4, the area "7-10" shall be substituted.
 - (ii) In survey no. "8" in column 2, for the areas "0-03+0-13" total area "0-16", in column 4, the area "0-13" shall be substituted.
 - (iii) In survey no. "23", in column 2, for the areas "4-02", in column 4, the area "NIL" shall be substituted.
 - (iv) In survey no. "24", in column 2, for the areas "0-01", in column 4, the area "NIL" shall be substituted.
 - (v) In survey no. "26", in column 2, for the areas "3-01", in column 4, the area "NIL" shall be substituted.
 - (vi) In survey no. "1", in column 2, for the areas "2-01", in column 4, the area "NIL" shall be substituted.
- (F) against village "Pinpasar", in column 1,
- (i) In survey no. "56", in column 2, for the areas "2-01", in column 4, the area "NIL" shall be substituted.

नई दिल्ली, 31 जुलाई, 2013

का.आ. 1788.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 3780 तारीख 05-12-2002, का.आ. 1513(अ) तारीख 17-06-2009 एवं का.आ. 275 तारीख 17-01-2012 में जो भारत के राजपत्र के भाग II, खण्ड 3, उप-खण्ड (ii) में प्रकाशित की गई थी, में निम्नलिखित संशोधन करती है, अर्थात् :—

उक्त अधिसूचना की अनुसूची की “तहसील ओसियां”

(क) स्तम्भ 1 में गाँव “मथानियां प्रथम”

- (i) स्तम्भ 2 के सर्वेक्षण संख्या “823”, के सामने स्तम्भ 4 में क्षेत्रफल “2-00+2-00” कुल क्षेत्रफल “4-00” के स्थान पर क्षेत्रफल “2-00” रखा जायेगा।
- (ii) स्तम्भ 2 के सर्वेक्षण संख्या “435”, के सामने स्तम्भ 4 में क्षेत्रफल “1-11” के स्थान पर क्षेत्रफल “0-12” एवं स्तम्भ 2 में सर्वेक्षण संख्या “435/2”, स्तम्भ 4 में क्षेत्रफल “0-19” रखा जायेगा।

(ख) स्तम्भ 1 में गाँव “मथानियां द्वितीय”

- (i) स्तम्भ 2 के सर्वेक्षण संख्या “721”, के सामने स्तम्भ 4 में क्षेत्रफल “0-12+1-00” कुल क्षेत्रफल “1-12” के स्थान पर क्षेत्रफल “1-00” रखा जायेगा।
- (ii) स्तम्भ 2 के सर्वेक्षण संख्या “721/1”, के सामने स्तम्भ 4 में क्षेत्रफल “0-12+1-13” कुल क्षेत्रफल “2-05” के स्थान पर क्षेत्रफल “1-13” रखा जायेगा।
- (iii) स्तम्भ 2 के सर्वेक्षण संख्या “722”, के सामने स्तम्भ 4 में क्षेत्रफल “1-10+2-02” कुल क्षेत्रफल “3-12” के स्थान पर क्षेत्रफल “2-02” रखा जायेगा।
- (iv) स्तम्भ 2 के सर्वेक्षण संख्या “726”, के सामने स्तम्भ 4 में क्षेत्रफल “1-02+0-19” कुल क्षेत्रफल “2-01” के स्थान पर क्षेत्रफल “0-19” रखा जायेगा।
- (v) स्तम्भ 2 के सर्वेक्षण संख्या “740”, के सामने स्तम्भ 4 में क्षेत्रफल “0-07+0-06” कुल क्षेत्रफल “0-13” के स्थान पर क्षेत्रफल “0-06” रखा जायेगा।
- (vi) स्तम्भ 2 के सर्वेक्षण संख्या “743”, के सामने स्तम्भ 4 में क्षेत्रफल “1-18+2-05” कुल क्षेत्रफल “4-03” के स्थान पर क्षेत्रफल “2-05” रखा जायेगा।
- (vii) स्तम्भ 2 के सर्वेक्षण संख्या “748”, के सामने स्तम्भ 4 में क्षेत्रफल “0-02+0-07” कुल क्षेत्रफल “0-09” के स्थान पर क्षेत्रफल “0-07” रखा जायेगा।

(ग) स्तम्भ 1 में गाँव “उम्मेदनगर”

(i) स्तम्भ 2 के सर्वेक्षण संख्या “197”, के स्थान पर सर्वेक्षण संख्या “197/1” रखा जायेगा।

(घ) स्तम्भ 1 में गाँव “डांवरा”

(i) स्तम्भ 2 के सर्वेक्षण संख्या “1159/3”, के सामने स्तम्भ 4 में क्षेत्रफल “4-08” के स्थान पर क्षेत्रफल “1-16” रखा जायेगा।

(ङ) स्तम्भ 1 में गाँव “बासनी डांवरा”

(i) स्तम्भ 2 के सर्वेक्षण संख्या “2020/1”, के सामने स्तम्भ 4 में क्षेत्रफल “1-13” के स्थान पर क्षेत्रफल “शुन्य” रखा जायेगा।

(ii) स्तम्भ 2 के सर्वेक्षण संख्या “1923”, के सामने स्तम्भ 4 में क्षेत्रफल “1-01” के स्थान पर क्षेत्रफल “0-04” एवं स्तम्भ 2 में सर्वेक्षण संख्या “1923/1”, स्तम्भ 4 में क्षेत्रफल “0-17” रखा जायेगा।

(iii) स्तम्भ 2 के सर्वेक्षण संख्या “2018”, के स्थान पर सर्वेक्षण संख्या “2018/1” रखा जायेगा।

(च) स्तम्भ 1 में गाँव “जेतीयावास”

(i) स्तम्भ 2 के सर्वेक्षण संख्या “347”, के सामने स्तम्भ 4 में क्षेत्रफल “3-13” के स्थान पर क्षेत्रफल “1-14” रखा जायेगा।

(छ) स्तम्भ 1 में गाँव “नांदिया कलां”

(i) स्तम्भ 2 के सर्वेक्षण संख्या “109”, के सामने स्तम्भ 4 में क्षेत्रफल “1-17” के स्थान पर क्षेत्रफल “0-18” रखा जायेगा।

(ii) स्तम्भ 2 के सर्वेक्षण संख्या “109/2”, के सामने स्तम्भ 4 में क्षेत्रफल “1-17” के स्थान पर क्षेत्रफल “0-19” रखा जायेगा।

(ज) स्तम्भ 1 में गाँव “नांदिया खुर्द”

(i) स्तम्भ 2 के सर्वेक्षण संख्या “255”, के सामने स्तम्भ 4 में क्षेत्रफल “2-03” के स्थान पर क्षेत्रफल “0-08” रखा जायेगा।

(झ) स्तम्भ 1 में गाँव “धनारी कलां”

(i) स्तम्भ 2 के सर्वेक्षण संख्या “2/4”, के सामने स्तम्भ 4 में क्षेत्रफल “1-10” के स्थान पर क्षेत्रफल “शुन्य” रखा जायेगा।

[सं. आर-31015/45/2008-ओआर-II]

पवन कुमार, अवर सचिव

New Delhi, the 31st July, 2013

S.O. 1788.—In exercise of the powers conferred by sub-section (1) of Section 6 of the Petroleum and Minerals

Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby makes the following amendments in the notification of the Government of India in the Ministry of Petroleum and Natural Gas, S.O. 3780 dated 5-12-2002, S.O. 1513(E) dated 17-06-2009 and S.O. 275 dated 17-01-2012 published in Part II, Section 3, Sub-section (ii) of the Gazette of India, namely:—

In Schedule to the said notification of Tehsil Osiyan:—

(A) against village “Mathaniya First”, in column 1,

- (i) in survey no. “823”, in column 2, for the areas “2-00+2-00” total area “4-00”, in column 4, the area “2-00” shall be substituted.
- (ii) in survey no. “435”, in column 2, for the areas “1-11”, in column 4, the area “0-12” and in column 2, survey no. “435/2”, in column 4, the area “0-19” shall be substituted.

(B) against village “Mathaniya Second”, in column 1,

- (i) in survey no. “721”, in column 2, for the areas “0-12+1-00” total area “1-12”, in column no. 4, the area “1-00” shall be substituted.
- (ii) in survey no. “721/1”, column 2, for the areas “0-12+1-13” total area “2-05”, in column no. 4, the area “1-13” shall be substituted.
- (iii) in survey no. “722”, in column 2, for the areas “1-10+2-02” total area “3-12”, in column no. 4, the area “2-02” shall be substituted.
- (iv) in survey no. “726”, in column 2, for the areas “1-02+0-19” total area “2-01”, in column no. 4, the area “0-19” shall be substituted.
- (v) in survey no. “740”, column 2, for the areas “0-07+0-06” total area “0-13”, in column no. 4, the area “0-06” shall be substituted.
- (vi) in survey no. “743”, in column 2, for the areas “1-18+2-05” total area “4-03”, in column no. 4, the area “2-05” shall be substituted.
- (vii) in survey no. “748”, in column 2, for the areas “0-02+0-07” total area “0-09”, in column no. 4, the area “0-07” shall be substituted.

(C) against village “Umednagar”, in column 1,

- (i) in survey no. “197”, in column 2, survey no. “197/1” shall be substituted.

(D) against village “Danwara”, in column 1,

- (i) in survey no. “1159/3”, in column 2, for the areas “4-08”, in column no. 4, the area “1-16” shall be substituted.

(E) against village “Basni Danwara”, in column 1,

(i) in survey no. “2020/1”, in column 2, for the areas “1-13”, in column no. 4, the area “NIL” shall be substituted.

(ii) in survey no. “1923”, in column 2, for the areas “1-01”, in column no. 4, the area “0-04” and in column 2, survey no. “1923/1”, in column 4, the area “0-17” shall be substituted.

(iii) in survey no. “2018”, in column no. 2, survey no. “2018/1” shall be substituted.

(F) against village “Jetiyavas Kalan”, in column 1,

(i) in survey no. “347”, in column 2, for the areas “3-13”, in column 4, the area “1-14” shall be substituted.

(G) against village “Nandiya Kalan”, in column 1,

(i) in survey no. “109”, in column 2, for the areas “1-17”, in column 4, the area “0-18” shall be substituted.

(ii) in survey no. “109/2”, in column 2, for the areas “1-17”, in column 4, the area “109” shall be substituted.

(H) against village “Nandiya Khurd”, in column 1,

(i) in survey no. “255”, in column 2, for the areas “2-03”, in column 4, the area “0-08” shall be substituted.

(I) against village “Dhanari Kalan”, in column 1,

(i) in survey no. “2/4”, in column 2, for the areas “1-10”, in column 4, the area “NIL” shall be substituted.

[No. R-31015/45/2008-OR-II]

PAWAN KUMAR, Under Secy.

नई दिल्ली, 31 जुलाई, 2013

का.आ. 1789.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 2298 तारीख 12-07-2002, का.आ. 475(अ) तारीख 06-02-2003 एवं का.आ. 1512(अ) तारीख 17-06-2009 में जो भारत के राजपत्र के भाग II, खण्ड 3, उप-खण्ड (ii) में प्रकाशित की गई थी, में निम्नलिखित संशोधन करती है, अर्थात् :—

उक्त अधिसूचना की अनुसूची की “तहसील नौखा”

(क) स्तम्भ 1 में गाँव “खिचियासर”

(i) स्तम्भ 2 के सर्वेक्षण संख्या “273”, के सामने स्तम्भ 4 में क्षेत्रफल “0-9700” के स्थान पर क्षेत्रफल “शुन्य” रखा जायेगा।

- (xii) स्तम्भ 2 के सर्वेक्षण संख्या “600”, के सामने स्तम्भ 4 में क्षेत्रफल “0-0500” के स्थान पर क्षेत्रफल “शून्य” रखा जायेगा।

[सं. आर-31015/47/2008-ओआर-II]

पवन कुमार, अवर सचिव

New Delhi, the 31st July, 2013

S.O. 1789.—In exercise of the powers conferred by sub-section (1) of section 6 of the Petroleum and Minerals Pipeline (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby makes the following amendments in the notification of the Government of India in the Ministry of Petroleum and Natural Gas, S.O. 2298 dated 12-07-2002, S.O. 475 dated 06-02-2003 and S.O. 1512(E) dated 17-06-2009 published in Part II, section 3, sub-section (ii) of the Gazette of India, namely:—

In Schedule to the said notification of Tehsil Nokha:—

(A) against village “Khichiasar”, in column 1,

- (i) In survey no. “273”, in column 2, for the areas “0-9700”, in column 4, the area “NIL” shall be substituted.
- (ii) In survey no. “265”, in column 2, for the areas “0-5400”, in column 4, the area “NIL” shall be substituted.
- (iii) In survey no. “264”, in column 2, for the areas “0-1500 +0-4460”, total area “0-5960”, in column 4, the area “0-4460” shall be substituted.
- (iv) In survey no. “262”, in column 2, for the areas “0-0200+0-0331”, total area “0-0531”, in column 4, the area “0-0331” shall be substituted.
- (v) In survey no. “255”, in column 2, for the areas “0-2600 +0-2982”, total area “0-5582”, in column 4, the area “0-2982” shall be substituted.
- (vi) In survey no. “251”, in column 2, for the areas “0-4000 +0-3930”, total area “0-7930”, in column 4, the area “0-3930” shall be substituted.

(B) against village “Kakda”, in column 1,

- (i) In survey no. “1614/1577”, in column 2, for the areas “0-0200”, in column 4, the area “NIL” shall be substituted.
- (ii) In survey no. “1080”, in column 2, for the areas “0-4300 +0-9290”, total area “1-3590”, in column 4, the area “0-9290” shall be substituted.

- (iii) In survey no. “1054”, in column 2, for the areas “0-4900 +0-0055”, total area “0-4955”, in column 4, the area “0-0055” shall be substituted.
- (iv) In survey no. “1577/1081”, in column 2, for the areas “0-4400”, in column 4, the area “NIL” shall be substituted.
- (v) In survey no. “1082”, in column 2, for the areas “0-0300”, in column 4, the area “NIL” shall be substituted.
- (vi) In survey no. “1083”, in column 2, for the areas “0-0800 +0-3174”, total area “0-3974”, in column 4, the area “0-3174” shall be substituted.
- (vii) In survey no. “1087”, in column 2, for the areas “0-0300”, in column 4, the area “NIL” shall be substituted.
- (viii) In survey no. “1587/1083”, in column 2, for the areas “0-0500 +0-0460”, total area “0-0960”, in column 4, the area “0-0460” shall be substituted.
- (ix) In survey no. “1084”, in column 2, for the areas “0-1900+0-0979”, total area “0-2879” in column 4, the area “0-0979” shall be substituted.
- (x) In survey no. “1092”, in column 2, for the areas “0-0700”, in column 4, the area “NIL” shall be substituted.
- (xi) In survey no. “1071”, in column 2, for the areas “0-0200”, in column 4, the area “NIL” shall be substituted.
- (xii) In survey no. “1089”, in column 2, for the areas “0-4300”, in column 4, the area “NIL” shall be substituted.
- (xiii) In survey no. “1070”, in column 2, for the areas “0-4500+0-3980”, total area “0-8480” in column 4, the area “0-3980” shall be substituted.
- (xiv) In survey no. “1555/1053”, in column 2, for the areas “0-2700+0-3358”, total area “0-6058” in column 4, the area “0-3358” shall be substituted.

(C) against village “Biramsar”, in column 1,

- (i) In survey no. “631/76”, in column 2, for the areas “0-0600 +0-0322”, total area “0-0922”, in column 4, the area “0-0322” shall be substituted.
- (ii) In survey no. “76”, in column 2, for the areas “0-5100 +0-5658”, total area “1-0758”, in column 4, the area “0-5658” shall be substituted.

- (iii) In survey no. "79", in column 2, for the areas "0-3200+0-5106", total area "0-8306", in column 4, the area "0-5106" shall be substituted.
- (iv) In survey no. "80", in column 2, for the areas "0-3400", in column 4, the area "NIL" shall be substituted.
- (v) In survey no. "81", in column 2, for the areas "0-0300", in column 4, the area "NIL" shall be substituted.
- (vi) In survey no. "82", in column 2, for the areas "0-3000", in column 4, the area "NIL" shall be substituted.
- (vii) In survey no. "83", in column 2, for the areas "0-0100+0-3772", total area "0-3872", in column 4, the area "0-3772" shall be substituted.
- (viii) In survey no. "49", in column 2, for the areas "0-7400", in column 4, the area "NIL" shall be substituted.
- (ix) In survey no. "45", in column 2, for the areas "0-2300+1-2880", total area "1-5180", in column 4, the area "1-2880" shall be substituted.
- (x) In survey no. "601/45", in column 2, for the areas "0-0400", in column 4, the area "NIL" shall be substituted.
- (xi) In survey no. "46", column 2, for the areas "0-3600", in column 4, the area "NIL" shall be substituted.
- (D) against village "Bhommiyasar", in column 1,
 - (i) In survey no. "301", column 2, for the areas "0-0200", in column 4, the area "NIL" shall be substituted.
 - (ii) In survey no. "302", column 2, for the areas "0-5600", in column 4, the area "NIL" shall be substituted.
 - (iii) In survey no. "298", column 2, for the areas "0-0500", in column 4, the area "NIL" shall be substituted.
 - (iv) In survey no. "297", in column 2, for the areas "0-3300", in column 4, the area "NIL" shall be substituted.
 - (v) In survey no. "296", in column 2, for the areas "0-0100", in column 4, the area "NIL" shall be substituted.
- (E) against village "Sadhasar", in column 1,
 - (i) In survey no. "526", in column 2, for the areas "0-3100+0-4507", total area "0-7607", in column 4, the area "0-4507" shall be substituted.
 - (ii) In survey no. "527", in column 2, for the areas "0-2600+0-4370", total area "0-6970", in column 4, the area "0-4370" shall be substituted.
 - (iii) In survey no. "529", in column 2, for the areas "0-3800+0-3300", total area "0-7100", in column 4, the area "0-3300" shall be substituted.
 - (iv) In survey no. "538", in column 2, for the areas "0-0500+0-0138", total area "0-0638", in column 4, the area "0-0138" shall be substituted.
 - (v) In survey no. "595", in column 2, for the areas "0-2100+0-6109", total area "0-8209", in column 4, the area "0-6109" shall be substituted.
 - (vi) In survey no. "2148/595", in column 2, for the areas "0-0500+0-0920", total area "0-1420", in column 4, the area "0-920" shall be substituted.
 - (vii) In survey no. "602", in column 2, for the areas "0-2100+0-2494", total area "0-4584", in column 4, the area "0-2484" shall be substituted.
 - (viii) In survey no. "604", in column 2, for the areas "0-2100+0-2254", total area "0-4354", in column 4, the area "0-2254" shall be substituted.
 - (ix) In survey no. "597", in column 2, for the areas "0-0200", in column 4, the area "NIL" shall be substituted.
 - (x) In survey no. "598", in column 2, for the areas "0-1900", in column 4, the area "NIL" shall be substituted.
 - (xi) In survey no. "599", in column 2, for the areas "0-0800", in column 4, the area "NIL" shall be substituted.
 - (xii) In survey no. "600", in column 2, for the areas "0-0500", in column 4, the area "NIL" shall be substituted.

[No. R-31015/47/2008-OR-II]

PAWAN KUMAR, Under Secy.

नई दिल्ली, 31 जुलाई, 2013

का.आ. 1790.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 2350 तारीख 10-07-2002 एवं का.आ. 1510(अ) तारीख 17-06-2009 में जो भारत के राजपत्र के भाग II, खण्ड 3, उप-खण्ड (ii) प्रकाशित की गई थी, में निम्नलिखित संशोधन करती है, अर्थात् :-

उक्त अधिसूचना की अनुसूची की "तहसील जोधपुर"

(क) स्तम्भ 1 में गाँव "नारवा खिचियान्"

- (i) स्तम्भ 2 के सर्वेक्षण संख्या “4”, के सामने स्तम्भ 4 में क्षेत्रफल “9-03+12-09” कुल क्षेत्रफल “21-12” के स्थान पर क्षेत्रफल “12-09” रखा जायेगा ।
- (ii) स्तम्भ 2 के सर्वेक्षण संख्या “1”, के सामने स्तम्भ 4 में क्षेत्रफल “2-08+1-14” कुल क्षेत्रफल “4-02” के स्थान पर क्षेत्रफल “1-14” रखा जायेगा ।

[सं. आर-31015/42/2008-ओआर-II]

पवन कुमार, अवर सचिव

New Delhi, the 31st July, 2013

S.O. 1790.—In exercise of the powers conferred by sub-section (1) of Section 6 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby makes the following amendments in the notification of the Government of India in the Ministry of Petroleum and Natural Gas, S.O. 2350 dated 10-07-2002 and S.O. 1510(E) dated 17-06-2009 published in Part II, Section 3, Sub-section (ii) of the Gazette of India, namely:—

In Schedule to the said notification of Tehsil Jodhpur:—

(A) against village “Narwa Khichiyan”, in column 1,

- (i) in survey no. “4”, in column 2, for the areas “9-03+12-09” total area “21-12”, in column 4, the area “12-09” shall be substituted.
- (ii) in survey no. “1”, in column 2, for the areas “2-08+1-14” total area “4-02” in column 4, the area “1-14” shall be substituted.

[No. R-31015/42/2008-OR-II]

PAWAN KUMAR, Under Secy.

श्रम एवं रोजगार मंत्रालय

नई दिल्ली, 23 जुलाई, 2013

का.आ. 1791.—औद्योगिक विवाद अधिनियम 1947, (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स ओ.एन.जी.सी. असम के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, गोहाटी के पंचाट (संदर्भ संख्या 05/2008) को प्रकाशित करती है जो केन्द्रीय सरकार को 19-7-2013 को प्राप्त हुआ था ।

[सं. एल-30011/1/2008-आईआर (एम)]

जोहन तोपनो, अवर सचिव

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 23rd July, 2013

S.O. 1791.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central

Government hereby publishes the award (Ref. No. 5/2008) of the Central Government Industrial Tribunal/Labour Court, Guwahati now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. ONGC Ltd. Assam and their workman, which was received by the Central Government on 19-7-2013.

[No. L-30011/1/2008-IR(M)]

JOHAN TOPNO, Under Secy.

ANNEXURE

IN THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, GUWAHATI, ASSAM

Present : Sri L.C. Dey, M.A. LL.B., Presiding Officer

CGIT-cum-Labour Court, Guwahati

In the matter of an Industrial Dispute between:

The Management O.N.G.C. Ltd., Sibsagar, Assam

Vrs

Their Workmen represented by the Vice President, ONGC Workers' Association, Sibsagar, Assam

Ref. Case No. 05 of 2008

APPEARANCES

For the Management : Mr. GN. Sahewalla, Sr. Advocate

Mr. B.Das. Advocate

For the Union : Mr. A.M. Mazumder, Advocate
Mr. M.J. Quadir, Advocate
Mr. S.Y. Ahmed, Advocate

AWARD

Date of Award 28-6-13

1. This Reference Case is arising out of an Industrial Dispute between the employer in relation to Management of Assam Asset, ONGC Ltd., Nazira and their workmen in respect of the claim raised by the Workmen through the Union regarding regularization of service of six Junior Technical Assistant (Boiler), which was referred by the Ministry of Labour and Employment, Government of India, vide their Order No. L-30011/1/2008-IR(M); Dated: 05-05-2008 U/s 10(1)(d) of the I.D. Act. 1947. The Schedule of the Reference is as follows:

SCHEDULE

"Whether the action of the management of ONGC Ltd. (Executive Director, Assam Asset, Nazira, Dist. Sivsagar

Assam) in not regularizing the services of 6 Jr. Technical Assistants (Boiler) (List enclosed in Annexure-A) appointed on contractual basis June, 1998 is justified or not? To what relief the concerned workmen are entitled?"

2. On receipt of the Reference, Notices were served upon both the parties who appeared and contested the case filing their respective Claim Statement and Written Statement. Both the sides adduced their evidence and also argued their cases at length.

3. The case of the workmen, as it reveals from the claim statement submitted by the Vice-President, ONGC Workers Association, B.G.Road, Sivasagar, Assam, is that 14 numbers of Posts of Boiler Operators along with other post were released in the year 1997 for filling up in ONGC, ERBC, Assam Asset which forwarded the requisition for recruitment of 7 Posts of Junior Assistant Technician (Boiler) to the Assistant Director Employment, Jorhat, Sivsagar, Sonari, Nazira and Mariani. Accordingly, 7 candidates were selected and appointed to the Post of Junior Assistant Technician (Boiler) on regular basis. After recruitment of the 7 Junior Assistant Technicians (Boiler) the ONGC Management again forwarded the requisition for recruitment of 7 numbers of Junior Assistant Technician (Boiler) on contract basis, to the Assistant Director, Employment Exchange, Jorhat, Sivsagar, Sonari, Nazira and Mariani. Accordingly the names of the 7 candidates namely (1) Biswajit Das, (2) Mirajul Haque, (3) Taskinuddin Ahmed, (4) Jogen Saikia, (5) Dambarudhar Gogoi, (6) Pranab Saikia & (7) Bipul Dutta were sponsored, and they appeared before the interview by the ONGC on 8-6-98 and were selected for the post of Junior Assistant Technician (Boiler). Subsequently, the above named 7 candidates were appointed for the period of six months on contractual basis. On expiry of the period of six months the periods were extended from time to time by six months in each count with effect from the months of December, 1998 to 30-6-01 vide office order dated 4-1-1999, 16-7-99, 24-12-99 and 31-12-2000. After 04-10-2000 the Management of ONGC extended the service of the said Junior Assistants Technicians (Boiler) for the period of 4 years and engaged the said Junior Assistant Technicians (Boiler) on tenure basis without terminating the contract engagement recommended for four years engagement. Again on expiry of the above mentioned extension dated 31-12-2000 the Management of ONGC extended their services on 3-10-05 for the period of 2 months till 30-11-05 vide order No.NZR/Recrt/3(222)/TBG on previous terms and conditions. The said period of engagement was further extended as terms base employment Scheme by holding an interview on 20-11-05 and at that time the ONGC Management changed the nomenclature of Junior Assistant Technician (Boiler) and renamed as Field Operator (Boiler) on 9-12-2005 to which the aforesaid workers have been posted earlier since 1998 without changing the ONGC's recruitment and Promotion Policy and the period of their Services was

extended for four years with a rider clause of 45 years of age for termination of the service reducing the Pay Scale to Rs. 5000 from Rs.5188. Then the aggrieved employees approached the Management for regularization of their services on 03-05-2001 and a proposal was recommended and forwarded to the competent authority of the Management for sanction to the regular post of Junior Assistant Technician (Boiler). The Manager, Industrial Engineering, Nazira recommended for 10 numbers of Junior Assistant Technician (Boiler) for regular appointment being perennial nature of works, and statutory obligation regarding deployment of Boiler operators. In this connection, the Ministry of Labour, Government of India vide Notification dated 8-9-1994 file No. V230-B/4/92/W of the Director General, Labour Welfare /Joint Secretary to the Government of India Employment prohibited contract labour of boiler operation along with other categories of workers in the establishments of Oil & Natural Gas Commission in the Country. As such, the Management of ONGC did not engage the Boiler Operators either on contractual or on tenure basis. Thereafter the ONGC Workers Association, ERBC, Sivsagar, raised an Industrial Dispute before the ALC (C), Ministry of Labour, Government of India, on behalf of the above named 7 numbers of workmen. But the Management did not agree to the proposal, as a result, the conciliation ended in failure. Hence, the aforementioned workmen prayed for relief as mentioned below:—

(1). The aggrieved employees have already served the organization for nearly 10 years since 1998. They rendered services in ONGC at par with a regular Boiler Assistant Technician and as such, their services to be regularized with effect from the date from which they assumed the charges of Junior Technician (Boiler).

(2). The aggrieved employees should also be paid the pay scale and annual increments and other fringe benefits which are given to regular Jr. Asstt. Technician (Boiler).

(3). After regularization their promotion to the next higher post also be considered as per R & P 1997.

4. The Management of Assam Assett, ONGC Ltd. Nazira, Sibsagar, on the other hand, submitted their written Statement stating that a requisition dated 24-11-97 (vide Exhibit-I) for recruitment of the total number of 7 Junior Assistant Technician (Boiler) temporary on contract basis for six months was issued, and the workmen (1) Biswajit Das, (2) Mirajul Haque, (3) Taskinuddin Ahmed, (4) Jogen Saikia, (5) Dambarudhar Gogoi, (6) Pranab Saikia & (7) Bipul Dutta appeared in the interview for selection of suitable candidates amongst the candidates, and they were engaged purely on contractual basis on the terms and conditions mentioned in the Memorandum dated 9-6-1998 (Exhibit-2). The workmen joined their duties submitting their respective joining letters accepting all the terms and conditions mentioned in the Memorandum dated 9-6-1998 wherein it

is clear that the engagement of the said work is temporary and for a fixed term, and they do not have any claim for regularization. In the year 2001 the ONGC took a policy decision for engagement of workers on a scheme of tenure based engagement for the period of 4 years or upto the age of 40 years whichever, is earlier; and the ONGC has held interview in the year 2001 for engagement of qualified and suitable persons under the same scheme with effect from 24-10-2001 for a period of 4 years on the terms and conditions mentioned in the offer of tenure based engagement vide Memo No.4-10-2001 (Exhibit-3). On expiry of 4 years by 30-11-2005 the engagement of these workers came to an end with the ONGC and subsequently the workmen and employer relationship between the two parties also came to an end. Again the Management of ONGC held interview on 28-11-05 for filling up of certain posts of Filed Operators (Boiler) on tenure basis and accordingly they were appointed on the same terms and conditions as appended in letter dated 9-12-05 (Exhibit-5). The workers also agreed to the terms and conditions of their engagement and they were aware of the fact that their service was temporary in nature for the period of 4 years which comes to an end on 8-12-09.

Further case of the Management is that the issue of regularization of service as raised by the Union is not tenable in the eye of law as well as the facts and circumstances of the case, and the issue does not come under the meaning and ambit of Industrial Dispute under the Industrial Dispute Act, 1947 since there is no mention of regularization of service is an issue that can be adjudicated under the Act and hence, no Provision of Industrial Dispute Act has been violated between the parties. As such, the Reference in question is bad in the eye of law. It is added that the above mentioned workers entered in the service knowing fully well that their engagement is purely on temporary and such engagement will not give them any right of regularization in their service; and the claim for regularization from initial dates of joining in ONGC is not at all tenable because the engagement for the period of six months has since long expired. The Management further stated that the worker~rongly stated in their claim statement that the ONGC have extended the service of the said workers upto 30-11-05 by order dated 24-10-2001, since after 30-6-2001 the engagement of the said workers was not extended. In order to meet the exigencies of service and to get quality workers the Management decided to go for selection of eligible candidates through interview and the Management took up policy decision for engagement of workers under a scheme of tenure based engagement for four years and the workers as mentioned above were engaged afresh under the said scheme for which their engagement in no way connected with the initial engagement dated 9-6-98. The Management of ONGC in order to meet the requirements of workers against the work load, held an interview for engagement of Field Operator

(Boiler) on tenure basis for four years on 28-11-05 and the aforementioned workers were found suitable and hence, they were given fresh engagement as Field Operator(Boiler) for four years upto 8-12-09 in terms of the letter dated 9-12-05. Accordingly the period of engagement of the said workers completed by 8-12-09 and hence, the terms and conditions also come to an end between the aforementioned workers and the Management on that day.

The Management of ONGC, denying the claim of the workers that their service was required continuously, added that with the liberalization of economy, the situation has been changing and the Parliament by passing the Oil & Natural Gas Commission (Transfer of Undertaking) Act,1993 transferring the undertaking to the Corporation which is a Company under the Companies Act, 1956 and the function of the Company as a commercial entity in competition with other global players searching for exploration, development and production of hydrocarbons. As a result, the ONGC requires obtaining exploration rights or licenses on the basis of open competitive bidding with other global players and as such, the availability of works depends upon the successful bidding of the ONGC in global tender. Hence, the claim made by the workers that the nature of works is permanent in nature is not tenable. It is also contended by the Management that the engagement of the aforementioned workers from 9-6-98, 4-10-2001 and from 9-12-2005 is based on separate interview and selection and their engagement is purely temporary on ad-hoc basis. Such an engagement can not be said to be an extension from 9.6.98 and hence, it shall not give rise any right for regular engagement in the ONGC as the nature of engagement was purely temporary on ad-hoc and/or contractual basis for a limited period. Therefore, the workers can not claim regularization. It is also added by the Management that regarding regularization of each of the said worker is concerned the ONGC had already given them the said benefit by conducting an interview for filling up of certain posts of Jr. Assistant Technician (Production) and relaxation of the upper age limit of the aforesaid workers and had called them for the said interview held on 1.3.2008 but the workers could not come out successful in the interview. Under the above mentioned circumstances, the Management prayed for rejecting the claim of the workmen and to answer the Reference against the workmen accordingly.

5. During the pendency of the proceeding the workman Sk. Mirajul Haque has been appointed by the Management in the ONGC to the Post of Junior Assistant Technician (cementing) and in this connection a petition was filed by the then Vice President, ONGC Workers Association, Sibsagar with prayer for striking of the name of Sk. Mirajul Haque from this Reference. Accordingly the name of the workman Sk. Mirajul Haque has been struck off vide order dated 22-4-2010. The Workmen Jogen Saikia

and Biswajit Das filed joint petition supported by an Affidavit with prayer for dropping their names from the Reference as they were appointed against regular post after duly selected for the said post and hence, they are not willing to continue the proceeding before this Tribunal. Accordingly, their names were struck off vide order dated 25-4-2013 from the Reference. Subsequently the workman Taskinuddin Ahmed also submitted petition through the Union with prayer for allowing him to withdraw from the proceeding as he has been appointed as Junior Assistant Technician (Production) on regular basis by the Management. Accordingly the name of the workman Taskinuddin Ahmed has been struck off from the Reference vide order dated 6-5-2013. As regards the workman Bipul Dutta, Mr. M.J. Quadir, learned Advocate by a petition dated 6-5-2013 stated that the workman Bipul Dutta expired on 20-9-05 i.e. before Reference of the instant dispute by the Ministry of Labour, Government of India, and the legal heirs of the deceased workman did not pursue the case during the trial before this Tribunal and as such, the case of the workman Bipul Dutta was not pressed before this Tribunal. Hence, Mr. Quadir prayed for striking of the name of the workman Bipul Dutta from the proceeding. On perusal of the order of Reference it appears that the dispute was referred in connection with regularization of service in respect of 6 Technical Assistant (Boiler) whereas in its Annexure to the order of Reference it appears that there are names of 7 workmen and the name of the workmen Bipul Dutta is in the 7th position of the list; and the information regarding death of the workman Bipul Dutta has been received in black and white only on 6-5-2013 and in the mean time none of the legal heirs of the deceased nor the Union came forward. The Union also have not raised this matter since after filing of the Reference. In view of the above situation, at the instance of the Union, the name of workman Bipul Dutta also has been dropped from this Reference vide order dated 6-5-2013. Therefore, it is clear that the workman Pranab Saikia and Dambarudhar Gogoi are now on the fray.

6. In order to establish their respective cases the workman examined altogether six witnesses while the Management examined one.

Both the parties argued their cases at length.

7. Let us discuss the evidence adduced by both the parties along with the documents exhibited in support of their deposition.

The workman witness No.1, Sri Atul Chandra Hazarika, the Vice-President of ONGC Workers Association, Sibsagar stated that the Management released 14 numbers of Post of Boiler Operators along with other Post in the year 1997 and requisition for recruitment of 7 Posts of Junior Assistant Technician (Boiler) were forwarded to the Employment Exchange, Jorhat, Sibsagar and Nazira. Accordingly 7 candidates were selected and appointed to

the post of Junior Technician (Boiler) on regular basis. Thereafter on 20-11-97 the Management submitted requisition for sponsoring the name of the candidates for recruitment to 7 numbers of Junior Technician (Boiler) on contract basis to the Employment Exchange of Jorhat, Sibsagar, Nazira, Sonari and Mariani vide Exhibit-B; and the present workmen were selected for the Post of Junior Assistant Technician (Boiler) vide Exhibit-C and Exhibit-C(I). The appointment of the workmen was initially for a period of six months and on expiry of the initial period of six months the service of the workmen was extended from time to time by the Management for a period of six months on each count with effect from December,98 to 30.6.01 vide orders dated 4-1-99; 16-7-99, 24-12-99, 30-6-01, 31-12-2000 vide Exhibits- D, D1, D2, D3,D4 respectively. Thereafter, the workmen were appointed by the Management for the first time on tenure based for a period of 4 years on the recommendation of the Selection Committee without terminating the contractual agreement dated 9-6-94 vide the Management order No. NZR/RECTT-3(322)/2000-01 (Exhibit-E). On expiry of the terms of the aforesaid engagement the Management again extended the service of the workmen for about 2 months till 30-11-2005 vide Exhibit-F. Subsequently the Management of ONGC called for an interview held on 28-11-05 and on being duly selected the workmen were engaged as Field Operator '(Boiler) on 9-12-05 in stead of junior Assistant Technician (Boiler) to which post they were initially engaged and were serving from their initial date of engagement though the function and duties of both the Posts are same but the Management unlike the initial condition incorporated a new condition of age as 45 years for termination of engagement if it occurs before the expiry of the terms vide Exhibit-H.

8. The workmen witness No.1 further stated that the workmen had been working as Junior Assistant Technician (Boiler) under the Management since the Month of June, 1998, after being duly selected for the post they have been shown as joined on 05-10-2001 instead of 1998, and though the date of promotion has been shown as 5-10-01 and 01-04-06, in fact no promotion has been made to the service of the workmen and on the contrary they have been redesignated as Field Operator (Boiler) from the post of Junior Assistant Technician (vide Exhibits-I & Exhibit-III). The workmen submitted representation before the Management on 03-05-2000 for regularization of their services vide Exhibits-J and J/I but their claim was not entertained. In the mean time the Management decided to appoint a number of persons to different posts other than the Post of Junior Technician(Boiler) and advertisement has been made. While the workmen with a hope to avail better facility applied for the post of Junior Assistant Technician (Production) and accordingly Selection Test was held in the said post, but the workmen's candidature was not considered. Thereafter the workmen approached

the Hon'ble High Court on 12-5-2008 by filing a Writ Petition being No.1828 of 2008 for regularization of their service but the same was withdrawn by the workmen after receiving the notice of instant Reference Case from this Tribunal. It is also mentioned that the Government of India, Ministry of Labour & Employment by Notification dated 08-09-1994 prohibited the employment of contract labour of Boiler Operator along with other categories of work in the establishment of the ONGC in the country vide Exhibit-L. Thus the workmen are the employees of the Management and they are not working under Contractor drawing their salary directly from the Management and are governed by the conditions of service of the Management of ONGC, and they have the right to be regularized and covered by the judgment of the Hon'ble Supreme Court passed in Civil Appeal No.(s)4755 of 2001, GM, ONGC, Silchar-vrs-ONGC Contractual Workers Union.

In course of his cross-examination the W.W.I stated that he knew the workmen Biswajit Das, Mirajul Haque, Tasikuddin Ahmed, Jogen Saikia, Dambarudhar Gogoi. He added that the workmen were engaged on contractual basis and subsequently their engagement was made tenure based which means four years period of engagement. He categorically denied the suggestion tendered by the Management that the workmen did not work for 240 days in a year as there was a break of service and it was not a continuous engagement. He admitted the fact that the tenure based employment is the policy of the ONGC; and as per the new exploration licensing policy, 1999 of the Government of India, the Oil Blocks are sold in auction by the Government of India. Prior to that the ONGC conducted service of its own and approached the Government of India and got it; and that there was no Private Sector Operator in the Oil Sector. He also said that in the bidding process the lowest bidder gets the work order. However, he denied that because of the change of the policy of the Government of India because of getting of Oil Block for a particular period the employment are done for a particular period.

The workmen witness No. 2, Sri Pranab Saikia, Workmen witness No. 3, Dambarudhar Gogoi, Workmen Witness No. 4, Sri Jogen Saikia, Workmen witness No.5, Sri Mirajul Haque, Workmen witness No. 6, Sri Biswajit Das & workmen witness No. 7, Sri Taskinuddin Ahmed in course of their depositions corroborated the entire testimony of the workmen witness No. 1 except certain deviation in respect of the information of their own. The workmen witness No. 2, Sri Pranab Saikia, one of the claimants, mentioned that on being sponsored by the Local Employment Exchange they appeared before the interview Board on 8-6-98 along with other candidates and he along with the workmen witness Nos. 3, 4, 5, 6 and 7 were duly selected and appointed by the Management as Junior Assistant Technician (Boiler) in the year 1998 initially for a period of six months. He also mentioned that Sri Bipul Dutta was also appointed along with them and he died in the year

2005. The W.W. 2, 3,4, 5, 6 & 7 categorically stated that on expiry of the initial period of six months their services was extended from time to time by the Management by six months each with effect from December,1998 to 30-6-01 vide order dated 4-1-99, 16-7-92, 24-12-99, 30-6-2000 and 31-12-2001 vide Exhibit-D, D1, D2, and D4. The above mentioned workmen witness also said that the management of ONGC called them for an interview for appointment to the post of Junior Assistant Technician (Boiler) for four years and after their selection they were engaged by the Management for a period of 4 years; and on expiry of the previous terms of the engagement on 3-10-05 the management further extended their service till 30-11-05 vide their letter marked as Exhibit-F. Again the management vide their letter dated 22-11-05 after holding an interview engaged him along with other workmen as Field Operator (Boiler) on 9-12-05 instead of Junior Assistant Technician (Boiler) to which Post they were engaged initially. In the mean time the Management unlike the initial service condition incorporated their new condition of age as 45 years for termination of engagement if cross before the expiry of the term though there is no such condition for the regular Junior Assistant Technician (Boiler)/Field Operator. The above mentioned workmen witnesses also categorically mentioned that they were selected and appointed as regular Junior Assistant Technician in the month of June,1998 and as they have been discharging their duties to the satisfaction of the competent authority they are entitled to be regularized and although they claimed for regularization and submitted representation on the issue before the Management their grievances has not been entertained. It is also mentioned by all the workmen witness that they are the regular employees working directly under ONGC and drawing their salaries directly from the ONGC and hence, they have acquired the rights to be regularized in their respective services with effect from the date of initial appointment as Junior Assistant Technician (Boiler). During the cross-examination the workmen witness No. 2 Pranab Saikia said that he had passed Higher Secondary and also passed Technical Education. The workmen witness No.3 Dambarudhar Gogoi in course of his cross-examination stated that he had passed the Higher Secondary examination and the Management hold interview as per condition of tenure based employment scheme for a period of 4 years and he appeared but he could not remember the terms and conditions of the appointment. He also said that on the day of his deposition he had been working and getting monthly salary of Rs.18,500 but he could not remember if he was out of employment from 1-12-05 to 8-12-05. The workmen witness No. 5 in his cross-examination said that he passed matriculation examination. He admitted that he was appointed initially for the period of six months and thereafter he was appointed for a period of 4 years on term based scheme and he again joined on 9-12-05 and since then fresh terms and conditions of service was incorporated

by the management vide Exhibit-H and at that time he appeared in the interview for the regular post of Junior Assistant Technician (Production) but he was not selected for the Post.

The workmen witness No. 6, Biswajit Das in his cross-examination said that he is a matriculate and his appointment was tenure based appointment for a fixed period of 4 years on consolidated pay of Rs.16,500. He also mentioned that the terms and conditions of appointment are incorporated in Exhibit-H (The letter No. NZR/RECTT-3(322)/1 BE/2005/2055 dated 9.12.05) but he did not challenge the said document. He also said that he appeared in the interview called for by the Management as per the Circular marked as Exhibit-K for regular post of Assistant Technical (Production) but he was not selected. The workmen witness No.7, also in his cross-examination stated that he joined on 9.12.05 for fixed period of 4 years after he was selected in the interview on the last tenure based appointment. He further mentioned that he is aware of the terms and conditions of the Management letter marked as Exhibit-H and that he filed this case on the basis of his employment in the year 1998 and not on the basis of the appointment in the year 2001 and 2005.

9. The Management in order to establish their case examined Smt. Usha Prabakhar, the then Dy. Manager, Recruitment and Promotion, Department of ONGC at Nazira as Management witness No.1. According to Smt. Usha Prabakhar (MW.1), the ONGC issued requisition dated 24.11.97 for recruitment of total number of 7 Junior Assistant Technician (Boiler) on contractual basis for six months vide Exhibit-1 and the workmen were engaged accordingly as per the terms and conditions mentioned in Clause-1, 2 and 3 of Memorandum dated 9-6-98 marked as Exhibit-2, for a period of six months. Thereafter the Management held interview in the year 2001 for engagement of qualified and suitable persons for boiler operation work and finding the candidature of the workmen in question they were engaged with effect from 24-10-01 for four years on terms and conditions mentioned in the offer of tenure based engagement as per terms and conditions mentioned in the Memo No.NZR/Rectt-3(322)/2000-01 dated 4-10-01 vide Exhibit-3. She further mentioned that in view of the Regulatory frame work under the New Exploration Policy of Government of India. The Director (HR) of ONGC vide agenda item No.108.31 placed the following proposals before the Board of Directors, (vide Exhibit-4) which were approved:

(i) To engage personnel on tenure basis to meet the requirement of Rigman/Topman on Drilling and work over rigs, other technical supports services and technical support in Geophysical field parties etc.

(ii) Qualification-

(a) Matric with science with ITI in relevant trades with preference to diploma holders in case of drilling crew

and technical support services.

(b) B. Sc. With relevant subjects for Geo-Science/ Scientific discipline.

(iii) the maximum age for recruitment will be 28 years for general candidates which will be relaxed for SC/ST/ OBC candidates as per laid down policy.

(iv) The tenure-based employment will be for a period of 4 years in view of the work schedule in exploration/ drilling activity in blocks awarded to ONGC under NELP/ nomination basis and also in view of the opinion given by the legal expert, although HRM committee recommended for initial engagement of 7 years.

(v) Depending upon ONGC's needs and the candidate's fitness, performance and conduct the tenure based employee can be appointed afresh on tenure basis for 4 years at a time upto the age of 45 years.

(vi) Tenure appointment will be restricted only to field operations only viz, for drilling/work over Rigs/ Platforms, geo physical parties/repair and maintenance crews etc.

Thereafter, the Management held an interview on 28-11-05 for filling up of certain Field Operators (Boiler) on tenure basis for 4 years and accordingly the workmen were appointed under the said Scheme as Field Operator (Boiler).

In support of this contention the Management Witness No.1 has proved the terms and conditions of tenure based engagement vide Exhibit-5.

It is contended by the Management witness No.1 that the claim for regularization of service raised by the workers Association is not tenable in the eye of law as the issue of regularization does not come within the meaning and ambit of Industrial Dispute under the Industrial Dispute Act, 1947. She also added that the workers joined the service knowing fully well about the contention as their engagement was purely temporary and adhoc basis and as such the engagement shall not give any right of regularization in service, since the claim for regularization from the initial date of joining i.e. June,1998 in the ONGC is not tenable because the engagement was for the period of six months which expired long ago. The M.W.1 denied the averment of the Association that the ONGC extended the service of the workmen up to 30-11-05 vide order dated 24-10-01. She said that after 30-6-01 the engagement of the said workers they never extended their service since the Management of ONGC decided to select the eligible candidate through interview, keeping in view of the workload, took up the policy decision for engagement of works under a Scheme of Tenure Based engagement for 4 years; and accordingly the aforementioned workers were engaged afresh and they were not in any way connected with the initial order dated 9-6-98. M.W. 1 also stated the workers were given fresh engagement as Field Operator (Boiler) for a period of another 4 years upto 8-12-09 on the terms and conditions stipulated

in the letter marked as Exhibit-5. The Management witness No.1 also mentioned that consequent upon the introduction of new exploration license policy (in short NELP) by the Government of India, Gazette Notification (Vide Exhibit-6) dated 10-2-99 and 25-2-99 (Exhibit-7), the ONGC including other Oil Company, bid for blocks to get exploration right, and keeping in view with the liberalization policy of the Government of India for attracting private investments in the Oil and natural gas sector, ONGC requires obtaining exploration rights or licenses on the basis of open competitive bidding with other global players and hence, the availability of works depends upon the successful bidding of the ONGC, and the Company gets the exploration rights has the option to abandon the block on completion of phase -I of the programme under the above circumstances the claim made by the workers Association that the nature of their job is permanent in nature is not tenable and hence, baseless.

The further plea of the Management Witness No.1 is that the offer of engagement dated 9-6-98, 4-10-01 and 9-12-05 shows that each engagement is based on separate interview and selection and their engagement is purely temporary and such engagement can not be said as extension from 9-6-98 and hence, there is no scope for the said workers to claim for regularization. It is also stated that as per the Certified Standing Order for contingent employees of the ONGC the tenure based employee do not come within the meaning of contingent employee.

The Management witness No.1 stated that the ONGC had already given the workers concerned the benefit of relaxation of age by calling them for written test for filling up of certain post of Junior Assistant Technician (Production) and relaxed the upper age limit of the said workers and the workers also set in the written test held on 30-3-08 but they failed to qualify in the test. In this connection she has proved the copies of call letters for written test in respect of the workers vide Exhibit-8 (12 sheets). She added that the requirement of manpower in the ONGC depends upon the availability of works subject to successful bidding amongst the open competitive global player's/bidder and the terms based/tenure based engagement is made against the available work in the ONGC; and hence, every engagement of the workers was on the basis of distinct and separate order of engagement which was followed by separate interview and selection process; and the workers also voluntarily accepted the terms of engagement knowing fully well that their engagement are temporary and ad-hoc basis as such, on completion of tenure, the said workers do not have any claim for regularization in service.

In course of cross-examination the Management witness No.1 stated that she deposed on the basis of the record and the concerned workmen have been working from the year 1998 on being appointed through a process of recruitment by the ONGC. She also said that the ONGC

recruited Assistant Rigmen (Drilling), Junior Assistant Technician and other similar type of workers on regular basis in the year 2008 and some of these workmen are working in the Oil field; and in the year 2009 they had conducted a recruitment process when eligible persons for the post of Field Operators were called upon for written test but she could not remember whether the present workmen appeared before the interview. The persons concerned who were engaged for Boiler Operator and the concerned workmen of this Reference are Boiler operators who were given fresh tenure based engagement in the month of January, 2010 except Pranab Saikia as he was declared medically unfit. She further mentioned that they had conducted medical test for all the workmen on completion of their tenure, they had examined whether these persons are still suitable for work and whether their service is still required in the ONGC; and after consideration their previous performance and subject to medical fitness they were given fresh engagement. It is further stated that they do not have any procedure for regularization of service of Field Workers and she is not aware whether the Government of India had referred a dispute for regularization of contractual workers working in the ONGC, Cachar Project and this Tribunal also passed an Award in their favour and ultimately the Hon'ble Apex Court has affirmed that Award which was reported in (2008) 12 SCC 275. The Management witness denied the suggestion tendered by the workers Association that they had regularized the services of contractual 200 workers in their project at Silchar and that about 150 contractual/temporary workers were regularized recently at Jorhat. She also denied that some vacancies of Boiler Operators on regular basis are still vacant.

10. I have perused the entire record along with the records of Misc. Cases arising out of this Reference and the evidence on record along with the written argument submitted by both the parties. Also I have heard the oral arguments placed by both the sides.

11. From the above discussion it is revealed that out of the 7 contesting workmen the case of the workman Bipul Dutta: has been dropped and the workmen Mirajul Haque, Jogen Saikia, Taskinuddin Ahmed and Biswajit Das were also struck off from this Reference at their instances, since they were appointed on regular basis by the Management. Now this Tribunal is to decide whether the action of the Management of ONGC Ltd., Assam Asset in not regularizing the service of the workmen namely Pranab Saikia and Dambarudhar Gogoi who were appointed on contractual basis since June, 1998 is justified or not. The evidence on record shows that the workmen Dambarudhar Gogoi and Pranab Saikia along with the other workmen were engaged by the Management for a period of six months on contractual basis and thereafter their engagement was extended from time to time by six months in each count with effect from December, 1998 to 30-6-01 and thereafter the workmen were engaged for the first time on tenure based scheme of

engagement for a period of 4 years after holding interview; and on expiry of the first tenure of 4 years again after holding interview the workmen were engaged for a further period of 4 years as Field Operator (Boiler) under the new tenure based employment Scheme by the Management vide letter No.NZR/Rectt-3(322)/2000-01 dated 4-10-2001 marked as Exhibit-3. On scrutiny of the said document (Exhibit-3) it appears that the workman Sri Pranab Saikia was engaged on the recommendation of Selection Committee and medical fitness certificate issued by the DGM(HS) for the Post of Junior Assistant Technician (Boiler) on tenure based in the ONGC. In the said engagement letter the terms and conditions were clearly mentioned that the workman was appointed for a specific period of 4 years and the said engagement can be extended further depending upon good performance conducting medical fitness and work exigency. However, the terms based engagement will automatically comes to an end for the period of initial engagement but the Corporation further can terminate the engagement at any time by giving one month's notice or one month salary in lieu thereof. The workman Dambarudhar Gogoi was also appointed on tenure based as per the terms and conditions as mentioned in Exhibit-3 in case of Pranab Saikia. The policy of the tenure based appointment was taken up by the ONGC in view of the introduction of New Exploration Licensing Policy adopted by the Government of India vide Gazette Notification marked as Exhibits-6 & 7. The Board of Directors of ONGC introduced the tenure based engagement policy vide Agenda Item No.108.31 vide Exhibit-4 which was approved and thereby the provision for creation of new cadre of tenure based employment in non executive category was introduced, as per the terms and conditions of the new tenure based engagement policy as mentioned in Exhibit-4. It was decided by the Board of Directors that on completion of tenure based engagement further extension for a subsequent period of 8 years or 7 years but 100 beyond 45 years of age can be allowed. In Exhibit-8 series, it appears that the workmen Dambarudhar Gogoi and Pranab Saikia along with others were called for an interview for the post of Junior Assistant Technician (Production) held on 30.3.08 vide ONGC's Letter No. NZR/Rectt. 3(451)/2007(91956) dated 1-3-08 and No. NZR/Rectt. 3(451)/2007(91961) dated 1-3-08 respectively; and except Prana Saikia, since he was found medically unfit, remaining workmen were given fresh tenure based engagement in the month of January, 2010 as it appears from the evidence on record.

In course of argument Mr. M.J. Quadir, learned Advocate for the workmen submitted that the workment were initially engaged for a period of six months and their engagement was extended phase wise for six months on each count up to 31-12-2000 and thereafter on recommendation of Selection Committee the workment were engaged for the period of 4 years and thereafter their engagement was extended for further period fo 2 months

till 30-11-05; and again their engagement was extended for another period of 4 years after holding an interview on 28-11-05; and as such, being the continuous workers under the Management since June, 1998 the workmen have acquired the right of regularization. In this connection Mr. Quadir relied upon the case of General Manager, ONGC, Silchar-vrs-ONGC Contractual Workers Union reported in 2008 (12) SCC 275, wherein the Hon'ble Supreme Court upheld judgment of the Division Bench of the Hon'ble Gauhati High Court and the Award of this Tribunal whereby this Tribunal held that the members of the Union were indeed the employees of ONGC and direction was accordingly issued that their service be regularized in phased manner. Mr. Quadir further mentioned that the job of the workmen is of perennial and not of temporary nature for which the workmen have been continuously working and as such, the Management without terminating or discontinuing their services have been extending time to time since June, 1998. He also pointed out that the workmen on being sponsored by Employment Exchange, are duly qualified persons appointed after selection against the vacant sanctioned post and subsequently they failed in the interview for the post of Junior Assistant Technician (Production) in the year 2008 as departmental candidates but the workmen are also subject to field transfer from one field to another like the regular employees for which they are entitled to be regularized.

Mr. Quadir again relied upon the Secretary, State of Karnataka and Ors.-vrs-Umadevi and Ors. reported in 2006(4) SCC 1 wherein it was held that the Union and the State Governments and their instrumentalities are to set in motion the process for regular recruitment in cases where temporary or daily wagers were employed against vacant sanctioned post, within six months of the date of the said judgment; and that the cases of regular appointment (no illegal appointment) of duly qualified persons in duly sanctioned vacant post who had continued to work for 10 years or more but without the intervention of the orders of the Courts or Tribunal, may have to be considered for regularization on merit in the light of the principle laid down in the case as a one time measure within six months. He also quoted the observation made in that case (Umadevi's) relying upon B.N. Nagarajan -v- State of Karnataka (1979) 4 SCC 507 that what is sought for by temporary employee when they approached the Court is to issue of a Writ of Mandamus directing the employer, State or its instrumentalities, to absorb them in a permanent service or to allow them to continue; and at this juncture, it was held that a Mandamus may issue to compel the authorities to do something; it must be shown that statute imposes a legal duty on the authority and the aggrieved party had a legal right under the statutes or Rule to enforce it, and Mandamus can be issued in favour of the employees directing the government to make them permanent since the employees can not show that they have an enforceable right to be permanently absorbed or that the State has a legal duty to make them permanent. Mr. Quadir also

submitted that the workmen were engaged by the Management without violating the Provisions of Article 14, Article-19 and Article-309 of the Constitution of India and they were appointed as per the procedure prescribed in the Modified Recruitment and Promotion Regulation, 1980 against the sanctioned post and hence, in the light of the decision of the Hon'ble Supreme Court in Umadevi's Case the workmen are entitled to be regularized.

Again Mr. Quadir, learned Advocate for the Union, pointed out that the workmen had been working for a long period since 1998 to 2008 and they are entitled to be regularized and in this connection he relied upon the decision of the Hon'ble Supreme Court in State of Uttar Pradesh and Ors-vrs-Desh Raj reported in 2007 (I) SCC 257; and Municipal Corporation, Jabalpur-vrs-- Om Prakash Dubey reported in 2007 (I) SCC 373 and State of M.P. and Ors-vrs-Lalit Kumar Verma published in 2007 (I) SCC 575.

12. Mr. G.N. Sahewala, learned Senior Advocate, on the other hand submitted that the workmen were initially engaged for a period of six months and they joined knowing fully well that their conditions of engagement is temporary in nature. Subsequently they were engaged on tenure based as per the policy decision of the ONGC regarding engagement of workers under a scheme of tenure based engagement for a period of 4 years or upto the age of 45 years which ever is earlier consequent upon the introduction of New Exploration License Policy by the Government of India and automatically the terms of engagement of the workers came to an end by 8-12-09 and hence, the claim of the workers for regularization from the initial date of joining i.e. June, 1998 in the ONGC is not at all tenable. He further mentioned that the workers concerned were given opportunity for uesh engagement under the Scheme and they were interviewed for filling up of certain posts of Junior Assistant Technician (production). The ONGC considered the issue of age and relaxed the upper age limit of the aforesaid workers and called them for interview held on 1-3-2008 but they could not come out successfully in the said interview. As such, the workmen are not entitled for regularization. In support of his argument Mr. Sahewalla relied upon the following cases namely:

State of Himachal Pradesh-vrs-Nodha Ram and Ors reported in AIR 1997 SC 1445, Pr-4 wherein it was held that when the project is completed and closed due to non-availability of fund, the employees had to go along with its closure, and the High Court, was not right in giving direction for regularization them or to continue them in other place. No vested right is created in temporary employment and such direction would amount to creating a post in continuing them despite non-availability of work.

In Rajendra & Ors-vrs--State of Rajasthan & Ors reported in (1999) 2 SCC 317, wherein the Hon'ble Supreme

Court held that when Posts temporarily created for fulfilling the need of a particular project or scheme limited in its duration come to an end because need for the project comes to an end either the project was fulfilled or had to be abandoned wholly or partially for want of fund, the employer can not by a writ of mandamus be directed to continue employing such employees as have been dislodged because such a direction amounts to requisition for creating of post though not required by the employer and finding such posts though the employer did not have funds available for the purpose.

It was decided in Indian Drugs & Pharmaceuticals Ltd. -vs-Workmen, Indian Drugs & Pharmaceuticals Ltd. reported in (2007) 1 SCC 408 that the Court can not create posts and the Court can not impose on the State a financial burden by insisting on regularization or permanence, when those employed temporarily are not need permanently or regularly.

In Gangadhar Pillai-vrs-Siemens Ltd. (2007) I SCC 533, it was obsered that it is not now the law that on completion of 240 days of continuous service in a year the employees concerned became entitled to regularization of service and/or permanent status of works.

In Gurbachan Lal-vs-Regional Engineering College, Kurukhetra & Ors. reported in (2007) 1 SCC 102, wherein it was held that since the service of the Appellant was temporary in nature appointment under a scheme which had come to an end and he had joined the service in complete recognition and acceptance of the condition and former had already accepted fresh engagement on the basis of a new scheme, it can not be said the termination of his service was invalid in law, Court can not direct continuity of Scheme for keeping the appellant in service.

13. Mr. Sahewalla, learned Sr. Advocate for the Management pointed out-that during the pendency of this proceeding the workmen namely Mirajul Haque, Taskinuddin Ahmed, Jogen Saikia and Biswajit Das were appointed afresh by the Management against regular vacancy and the remaining workmen namely Pranab Saikia and Dambarudhar Gogoi were not appointed by the Management as the workman Pranab Saikia was found medically unfit for holding Technical Post and as per the direction of the Hon'ble Gauhati High Court in W.P.(C) No. 5028/2010 said Pranab Saikia was engaged in a non-technical post on tenure based in the same rank and pay; and the workman Dambarudhar Gogoi was also found unfit for the post of Field Operator, (fresh tenure) as per the guide lines of the medical examination for recruitment of Field Operator (Tenure basis) and hence, on completion of his tenure Sri Dambarudhar Gogoi, Field Operator (tenure based) was struck off from the Role of ONGC with effect from 7-1-2012. Mr. Sahewalla also pointed out that the workman Dambarudhar Gogoi approached this Tribunal for directing the Management to engage the petitioner in

Misc. Case No. 1/2010 in the light of the order dated 9-6-2011 passed in W.P. (C) No. 5028/2010 and the said prayer was turned down by this Tribunal vide its order dated 17-1-2013 passed in Misc. Case No.1/2012. Under the above circumstances Mr. Sahewalla contended that the workmen Dambarudhar Gogoi and Pranab Saikia are not in any way entitled to regularization as claimed.

14. From the evidence on record as well as the decisions of the Hon'ble Apex Court as cited by both the parties and the order of the Hon'ble Gauhati High Court dated 9-6-2011 passed in W.P (C) No.5028/2010 and this Tribunal order dated 17-1-2013 passed in Misc. Case No.1/2012 (arising out of this Reference Case) it is found that the workmen were initially engaged purely on temporary basis for fixed period of six months on each counts and thereafter they were engaged afresh under tenure based engagement scheme for a period of 4 years on 2 occasions and subsequently out of these workmen 4 of them were engaged afresh against regular vacancy observing the existing procedure of the Management. One of the workman namely Pranab Saikia was also engaged against non-technical post on the same grade and scale on tenure base except the contesting workman namely Dambarudhar Gogoi. Said Dambarudhar Gogoi is also found medically unfit for holding for getting tenure based engagement by the Management and he was struck off from the Role of the ONGC on completion of the earlier term of his tenure based engagement. Thus the workman Dambarudhar Gogoi has been out of engagement with effect from 7-1-2012 as he failed to fulfill the terms and conditions set by the Management regarding fresh engagement on tenure basis. Further, the nature of initial engagement of the workmen was purely temporary and their subsequent engagement was made under tenure based scheme for which they were well aware of the consequence of their engagement and they joined their duties with knowledge that they will be dis-engaged on completion of their tenure period. There is also noting on record to show that the workmen were initially engaged in any regular vacancy. From the oral submission as well as the written argument submitted by the learned Advocate for the Management it is found that the engagement of the workmen was not continuous as there are breaks in engagement.

The evidence on record also shows that the Management of ONGC has introduced Modified Recruitment and Promotion Regulation and the policy for engagement of workmen on tenure basis, consequent upon the New Exploration License Policy introduced by the Government of India and hence, the Management has been engaging persons on the basis of their requirement considering the uncertainty in the field of global contest in exploration of Oil and Natural Gas.

In view of the ration decisions of the Hon'ble Supreme Court (1) 2006 (4) SCC 1, Secretary, State of Karnataka and

Ors.-vs-Uma Devi and Ors. (2) State of Himachal Pradesh-vs-Nodha Ram and Ors reported in AIR 1997 SC 1445; (3) Indian Drugs & Pharmaceuticals Ltd. -vs- Workmen, Indian Drugs & Pharmaceuticals Ltd. (2007) I SCC 408; (4) Gangadhar Pillai -vs-'Siemens Ltd. (2007) I SCC 533 and in (5) Gurbachan Lal-vs-Regional Engineering College, Kurukhetra & Ors (2007) 11 SCC 102 as discussed above, I find no force in the argument advanced by the learned Advocate for the workmen.

15. The evidence of the workmen witness shows that they were well aware of the terms and condition of Modified Recruitment and Promotion Regulation wherein the provision for tenure based engagement of the workmen has been provided. It is also found admitted that consequent upon the introduction of the New Exploration Licensing Policy 1999 adopted by the Government of India the oil Blocks are sold in auction to the lowest bidder for which the employment are given for a particular period. Further the Management of ONGC also can not be forced to regularize the workmen without having any sanctioned post. Admittedly the workmen who were engaged for field survey work employee for a fixed period on the basis of the availability of works, the Court can not issue direction to the Management of ONGC to absorb or regularize the temporary or ad-hoc workmen. In a catena of cases Hon'ble Supreme Court has been pleased to held that when appointment was purely ad-hoc and contractual basis for a limited period, on expiry of the period right to remain in service came to an end and regularization can not be a mode of recruitment.

16. It is also found that as per the policy of the Management the engagement of the workmen depends upon the fulfillment of the conditions such as :

(a) they should be medically fit to perform field duty and medical fitness certification needs to be issued by the ONGC Medical Officer;

(b) Their performance should be satisfactory with favourable recommendation of the Key Executive;

(c) Upper age limit shall not exceed 50 years on completion of fresh tenure.

In the instant case both the workmen Pranab Saikia and Dambarudhar Gogoi were found unfit medically for engagement even in any fresh tenure based engagement. It appears from the order dated 9-6-2011 passed by the Hon'ble High Court in W.P.(C) No.5028/2010 that there was no dispute at the Bar that the workman Pranab Saikia had been suffering from colour blindness or at any area partial colour blindness and there also no dispute that the workman of Boiler Operator is technical service in ONGC and the Hon'ble High Court upon expression of the Management side that they were ready to engage the workman Pranab Saikia on tenure bases for a Post which is eligible for appointment and hence, the Hon'ble High Court directed

the Management of ONGC to accommodate the workman Pranab Saikia in any other non-technical post on tenure basis preferably on the same rank and pay within a period of three months from the date of order. The workman Dambarudhar Gogoi was struck off from the Role of ONGC with effect from 7-1-2012 on completion of his term of tenure based engagement and subsequently he was not engaged due to failure to fulfill the conditions for re-engagement.

It is also found well established that the engagement of the workman was purely for a limited period i.e. tenure based and hence, on expiry of the period right to remain in service came to an end and regularization can not be a mode of recruitment.

17. Considering the facts and circumstances of the case and having regard to the discussion and the findings arrived at as above, and taking into account the ratio of the judgments pronounced by the Hon'ble Supreme Court as mentioned above, it can safely be held that the workmen have not been able to establish that they were engaged in any sanctioned post and the Management engaged the workmen according to their requirement and volume of works as per the provision of the Recruitment Policy adopted by their Competent Authority. Under the above circumstances, it can be concluded that the action of the Management ONGC Ltd. (Executive Director, Assam Asset, Nazira, Dist-Sivsagar, Assam) in not regularizing the service of 6 Jr. Technical Assistants (Boiler) appointed on contractual basis in the Month of June, 1998 is justified and accordingly the workmen are not entitled to any relief. Hence, this Reference is answered in favour of the Management.

Send the Award to the Government immediately as per procedure.

Given under my hand and seal of this Court on this 28th day of June, 2013, at Guwahati.

L. C. DEY, Presiding Officer

नई दिल्ली, 23 जुलाई, 2013

का.आ. 1792.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स स्टील अथोरिटी ऑफ इंडिया लिमिटेड, राउरकेला के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, भुवनेश्वर के पंचाट (संदर्भ संख्या 10/2013) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-7-2013 को प्राप्त हुआ था।

[सं. एल-29011/53/2012-आईआर(एम)]

जोहन तोपनो, अवर सचिव

New Delhi, the 23rd July, 2013

S.O. 1792.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 10/2013) of the Central Government Industrial Tribunal/Labour

Court, Bhubaneshwar now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Steel authority of India Ltd., Rourkela and their workman, which was received by the Central Government on 19-7-2013.

[No. L-29011/53/2012-IR(M)]

JOHAN TOPNO, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BHUBANESWAR

PRESENT:

Shri J. Srivastava, Presiding Officer, C.G. I.T.-cum-Labour Court, Bhubaneswar

INDUSTRIAL DISPUTE CASE NO. 10/2013

Date of Passing Order- 28th June, 2013

Between:

The Chief Executive Officer, SAIL, Rourkela Steel Plant, Po. Rourkela, Dist. Sundargarh

.....1st Party-Management

AND

Their workmen represented through the General Secretary, Rourkela Shramik Sangh, Shramik Mandir, Qrs, No. D-81, Rourkela—769003

.....2nd Party-Union

Appearances:

For the 1st Party-Management None

For the 2nd Party-Union None

ORDER

Case taken up Parties are absent. The 2nd Party-Union has not filed any statement of claim, though a period of four months has expired from the date of receipt of the letter of reference. Two notices, one through regd. post and the other through speed post were sent to the 2nd Party-Union on 22-3-2013 and 30-5-2013 respectively. But the 2nd Party-Union took no pains to appear and take any steps for further prosecuting its case. For want of pleadings the case cannot be proceeded with for adjudication of the matter in dispute. The indifference and negligence on the part of the 2nd Party-Union leaves no option for this Tribunal except to close the case. There may be the reasons for the 2nd Party-Union not to appear and file statement of claim as it might have settled the dispute amicably out of court with the Management. Hence in such a situation the reference is to be decided by passing a no-dispute award.

2. The reference is answered in the above terms.

J. SRIVASTAVA, Presiding Officer

नई दिल्ली, 23 जुलाई, 2013

का.आ. 1793.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स भारत पेट्रोलियम कॉर्पोरेशन लिमिटेड मुम्बई के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक अधिकरण/श्रम न्यायालय नं.-2, मुम्बई के पंचाट (संदर्भ संख्या 55/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-07-2013 को प्राप्त हुआ था।

[सं. एल-30011/59/2006-आई आर (एम)]
जोहन तोपनो, अवर सचिव

New Delhi, the 23rd July, 2013

S.O. 1793.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 55/2006) of the Central Government Industrial Tribunal-cum-Labour Court, Mumbai -2 as shown in the Annexure, in the Industrial Dispute between the M/s. Bharat Petroleum Corporation Ltd., Mumbai and their workman, which was received by the Central Government on 19-07-2013.

[No. L-30011/59/2006-IR (M)]

JOHAN TOPNO, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.2, MUMBAI

PRESENT

K.B. KATAKE,

Presiding Officer

REFERENCE NO.CGIT -2/55 of 2006

EMPLOYERS IN RELATION TO THE MANAGEMENT OF

BHARAT PETROLEUM CORPORATION LTD.

The Executive Director Bharat Petroleum Corporation Ltd. (Refinery) Mahul, Mumbai- 400 074.

AND

THEIR WORKMEN.

- (1) The General Secretary Bharat Petroleum Corporation (Refinery) Employees Union Navgire Niwas, Behind Shalimar Hotel Mahul, Chembur Mumbai-400 074.
- (2) The General Secretary Bharat Petroleum Process Technicians & Analysts Union G-9, Mahul Sea Breeze CHS Bahari Colony, Mahul Mumbai - 400 074.

- (3) The General Secretary Bharat Petroleum Technical and non-Technical Employees' Association Flat No.502, Saileela RCF Road Anik Village, Chembur Mumbai-400 074.
- (4) The Vice President Petroleum Workmen's Union C/o. C-3, Rashmi Complex Near Mental Hospital Thane-400 604.

APPEARANCES:

FOR THE EMPLOYER	Mr. R.S. Pai, Advocate.
FOR THE UNION NO.1	Mr. P.I. Haldankar, Representative.
FOR THE UNION NO.2	Mr. Kamlesh Singh, Representative.
FOR THE UNION NO.3	Ms. Susan Abraham, Advocate.
FOR THE UNION NO.4	Ms. Sadhana Dharkar, Representative.

Mumbai, dated the 13th June, 2013

AWARD

The Government of India, Ministry of Labour & Employment by its Order No.L-30011/59/2006-IR (M), dated 16.10.2006 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2 (A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following industrial dispute to this Tribunal for adjudication :

“Whether the demand of the union for considering the provisions of both the clauses i.e.clause 4.1 and clause 5.2 in determining the cases of pay anomalies as per clause 32 of the said settlement dated 24-09-2001 is proper and justified? If so, to what relief the workmen are entitled?”

2. After receipt of the reference both the parties were served with notice of the reference. The second party unions appeared through their legal representatives and union no.3 filed their statement of claim at Ex-5 and union nos.1,2 & 4 filed their joint Statement of Claim at Ex-7. First. party management resisted the statement of claims of the unions by filing their written statement at Ex-9. Both parties led their evidences. Thereafter both parties filed their written arguments and the matter was fixed for oral arguments.

3. Today, Mr. R.S.Pai, Advocate for the management alongwith Mr.P.I.Haldankar representative of union no.1, Mr. Kamlesh Singh representative of Union no.2, Mr. K.A. Nair representative of union no.3 and Ms. Sadhana Dharkar representative of union no appeared before this Tribunal and filed joint application (Ex-39) for taking the matter on

today's board. Orders were passed on Ex-39 and the matter was taken up on the board. Both the parties jointly filed application (Ex-40) stating that the matter has been amicably settled as per Memorandum of Settlement dated 31-05-2013 and therefore prayed to dispose of the reference. Since the dispute is settled, I think it proper to dispose of there ference for want of prosecution. Hence the order :

ORDER

The reference is dismissed for want of prosecution.

Date: 13-06-2013

K. B. KATAKE , Presiding Officer

नई दिल्ली, 23 जुलाई, 2013

का.आ. 1794.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स भारत पेट्रोलियम कॉर्पोरेशन लिमिटेड मुम्बई के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-II, मुम्बई के पंचाट (संदर्भ संख्या 21/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-07-2013 को प्राप्त हुआ था ।

[सं. एल-30011/77/2006-आई आर (एम)]
जोहन तोपनो, अवर सचिव

New Delhi, the 23rd July, 2013

S.O. 1794.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 21/2007) of the Central Government Industrial Tribunal-cum-Labour Court, Mumbai -1 as shown in the Annexure, in the Industrial Dispute between the M/s Bharat Petroleum Corporation Ltd. Mumbai and their workman, which was received by the Central Government on 19-07-2013.

[No. L-30011/77/2006-IR (M)]

JOHAN TOPNO, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1, MUMBAI

JUSTICE G S. SARRAF

Presiding Officer

REFERENCE NO. CGIT-1/21 OF 2007

Parties : Employers in relation to the management of Bharat Petroleum Corporation Ltd.

And

Their Workman (D.H.Gharat)

Appearances:

For the Management	: Shri R.S.Pai, Adv.
For the Union	: Shri Abhay Kulkarni, Adv.
State	: Maharashtra

Mumbai, dated the 19th of June 2013.

AWARD PART I

This is a reference made by the Central Government in exercise of the powers conferred by clause (d) of sub- section (1) and sub-section (2A) of Section10 of the Industrial Disputes Act 1947. The terms of reference given in the schedule are as follows :

“Whether the management has conducted a fair and orderly course of disciplinary proceedings against the workman? Is the punishment inflicted upon a result of the past incidences and settled events connected to workman? If not, to what relief is the workman entitled for?”

According to the statement of claim filed by Bharat Petroleum Corporation Employees' Union (CITU) (hereinafter referred to as the Union) the workman D.H.Gharat at the relevant time was employee with Bharat Petroleum Corporation limited (hereinafter referred to as the Corporation) at its BPCL LPG filling plant, Uran as General Operative. The workman was issued chargesheet on 29-3-2005 wherein it was alleged that on 13.3.2005, when the Corporation had arranged office picnic consisting of officers and workmen at Mankeshwar Beach near Uran, the workman assaulted M.V.Nandanwar an officer of the Corporation. The officers of the Corporation, after the chargesheet was issued to the workman, convinced the workman that if he admitted the charges he would not be dismissed from service whereas if he chose to deny the charges the Corporation would not take it in proper spirit and after a farce departmental enquiry the Corporation would dismiss him. The workman got petrified and apologized to the Corporation. The apology, therefore, was not voluntary. The workman never committed any misconduct. The alleged incident did not take place within the premises of the Corporation and had no bearing with the official business of the Corporation. It is well settled that the employer is not vested with the powers to take disciplinary action against an employee if the alleged incident did not occur within the premises of the employer or has no bearing to the business of the employer. Drinks were served in the picnic and the officer alleged to have been assaulted consumed alcohol in large quantity. No police complaint was lodged against the workman and no medical certificate of the officer was obtained.

The Corporation examined only officers as its witnesses though a large number of workmen were also

present at the picnic. The workman led oral evidence of the workmen present there to prove that he did not assault the officer and in fact the officer slipped from a chair and in order to save the officer the workman himself slipped and fell upon the officer. The enquiry was held against the principles of natural justice as the Enquiry Officer ignored the evidence led by the workman and the workman was not given fair and proper opportunity to defend himself. The Disciplinary Authority concurred with the findings of the Enquiry Officer with complete non-application of mind. It has, therefore, been prayed that the workman be reinstated with full back wages and continuity of service and all other consequential benefits.

According to the written statement filed by the Corporation the workman was issued chargesheet under Certified Standing Orders for serious acts of misconduct. The workman fully participated in the enquiry. The Enquiry Officer found the workman guilty of the charges levelled against him. The enquiry report was sent to the workman and thereafter, the Disciplinary Authority issued the order of dismissal in accordance with law. The allegations contained in the chargesheet were admitted by the workman and the charges stood proved before the Enquiry Officer. As the incident of assault took place during the course of office picnic such assault had serious repercussions with regard to discipline in the premises of the Corporation. Assaulting a superior officer by a workman is serious misconduct and the punishment of dismissal for such misconduct is legal, proper and valid. The enquiry was held in accordance with principles of natural justice.

The Corporation has denied all the averments made in the statement of claim and has prayed that the reference be dismissed.

Following Issues have been framed.

- (1) Whether the management has not conducted a fair and orderly course of disciplinary proceedings against the workman?
- (2) Whether the findings given by the Enquiry Officer are perverse?
- (3) Whether the punishment is justified?
- (4) Relief?

The Union has filed affidavit of the workman D.S.Gharat and he has been cross-examined by learned counsel for the Corporation. The Corporation has filed affidavit of Alok Kumar Nandi and he has been cross-examined by learned counsel for the workman.

Heard Shri Kulkarni learned counsel for the workman and Shri Pai learned counsel for the Corporation.

Issues Nos.1 & 2 : Both the Issues can be decided together.

The charge against the workman is that he abused and assaulted M.V.Nandanwar an officer of the Corporation. The Corporation examined four witnesses and the workman also examined four witnesses in the enquiry. The Enquiry Officer Aloke Kumar Nandi has stated in his affidavit that on the basis of oral and documentary evidence he submitted his report and findings dt.8-3-2006 to the Disciplinary Authority. The Enquiry Officer found the workman guilty of the charges levelled against him.

The workman has stated in his cross-examination:

This is correct that I was issued chargesheet Ex.W-1. I filed reply of the chargesheet which is EX.M-2. Bhaskar Patil was my defence representative in the enquiry. This is correct that statements of the four witnesses produced by the management in the enquiry were recorded in my presence and my defence representative Bhaskar Patil cross-examined them. I also produced four witnesses and their statements were recorded by the Enquiry Officer correctly. This is correct that I was given a copy of every enquiry proceeding. This is correct that I did not complain regarding anything recorded in the enquiry proceedings. This is correct that a copy of enquiry report was furnished to me. This is correct that EX.M-3 is my reply of the enquiry report. This is correct that I did not file any appeal against the order of Disciplinary Authority Ex. M-4.

The above statement shows that the workman was given full opportunity to defend himself. It is also clear from the perusal of the enquiry report that the enquiry report is based on the evidence available on the record. Shri Kulkarni has argued that the enquiry should have been held in Marathi. He has contended that the Corporation examined only officers and did not produce any workman and, therefore, their version should not have been believed as the victim was also an officer. He has also contended that the Enquiry Officer should not have found the workman guilty in the absence of medical evidence.

As regards the language of the enquiry the Enquiry Officer Aloke Kumar Nandi has stated in his cross-examination:

This is correct that enquiry was conducted in English but there was a translator who translated from Marathi to English and English to Marathi”.

As there is nothing to disbelieve the statement of the Enquiry Officer I am of the opinion that the workman

was not at all prejudiced on the ground of enquiry being held in English.

The Enquiry Officer has discussed and analyzed the evidence on the record including the evidence produced by the workman and surely in these circumstances non-production of any workman by the Corporation neither vitiates the enquiry nor cause any prejudice against the workman.

In a case of causing any visible injury medical evidence might be produced to corroborate the oral testimony but in the case of assault like this medical evidence was not necessary. Assault can be proved without medical evidence.

It is thus clear that the arguments advanced by learned counsel for the workman have no force.

There is no ground to assume that the punishment has been inflicted upon the workman as a result of past incidents and settled events.

It is clear from the above discussion that a fair and orderly disciplinary proceedings were held against the workman and there is absolutely nothing on the record to show that the findings given by the Enquiry Officer are perverse.

Issues nos. 1 and 2 are, therefore, decided in favour of the corporation and against the workman.

Award Part-I is passed accordingly.

JUSTICE G.S. SARRAF, Presiding Officer

नई दिल्ली, 23 जुलाई, 2013

का.आ. 1795.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ इंडिया के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, धनबाद के पंचाट (संदर्भ संख्या 310/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-05-2013 को प्राप्त हुआ था।

[सं. एल-12012/132/99-आई आर (बी-II)]
सुमिति सकलानी, अनुभाग अधिकारी

New Delhi, the 23rd July, 2013

S.O. 1795.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 310/1999) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Dhanbad now as shown in the Annexure, in the Industrial Dispute between the employers

in relation to the management of Bank of India and their workman, which was received by the Central Government on 15-05-2013.

[No. L-12012/132/99-IR (B-II)]

SUMATI SAKLANI, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO.2), AT DHANBAD

PRESENT

Shri Kishori Ram, Presiding Officer.

In the matter of an Industrial Dispute under Sec. 10 (1) (d) of the I. D. Act., 1947

REFERENCE NO. 310 OF 1999

PARTIES : Employer in relation to the management of Bank of India, Giridih and their workman.

APPEARANCES :

On behalf of the workmen : Late S. N. Sinha, Ld. Adv.

On behalf of the management : D. K. Verma, Ld. Adv.

State : Jharkhand Industry: Banking

Dated, Dhanbad, the 29th April, 2013

AWARD

1. The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Sec. 10 (1) (d) of the I. D. Act., 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-12012/132/99-IR(B-II) dt. 26-10-1999.

SCHEDULE

“Whether the action of management of Bank of India, Giridih region in terminating Shri Baiju Ram S/o Late Pyari Ram of village Mirzaganj, Dist. Giridih from service instead of considering him for regularisation although he has worked for 1654 days in the Bank as Badli Sepoy against clear vacancy, is justified ? If not what relief he is entitled to?.”

2. The case of workman Baiju Ram as stated in his written statement is that he was engaged as Sepoy and empanelled by the Bank of India at Mirzaganj Branch of Giridih District as per the letter No. Kahsetriya Karyalaya/Giridhi Karmik SKM/054 dt. 3-1-1986. He worked there from time to time for more than 1654 days upto 27-11-1991 as per Certificate of the Branch Manager. He continuously worked for more than 240 days in a block of twelve months from

July, 1988 to June, 89, July 89 to June '90 and Jan. to Nov. 1991. During tenure of work, he was paid on pro-rata basis including Spl. Allowance applicable as per the settlement between the Bank of India Employees Union (Bihar State) and the Management of the Bank of Bihar Gom at that time. As per the settlement, all persons empanelled in 1985-86 would be regularised against vacancy of subordinate staff whenever would arise in particular area. Almost all persons either empanelled or engaged as Badli Sepoy were already regularised long back. He had been getting assurance from the Higher Authorities of Giridih Region time to time. Being aggrieved with the action of the management, the Union raised the Industrial Dispute after its failure in conciliation. The action of the Management in not regularising is illegal, arbitrary and unjustified. Thus, he claimed for his reinstatement in service with full back wages of the idle period. But the workman appears to have personally raised the I.D.

3. The workmen in his rejoinder specifically denying the allegations of the Opp./ Management has stated that he was appointed as Badil Sepoy on 3-1-1986 at Giridih Branch of Bank of India and used to work as Sepoy in Mirzaganj, Kharagdiha and Chatro of Giridih Region, but he was not asked for any kind Educational Certificate in course of alleged interview. He had been working against permanent vacancy of the staff who went on Leave or full sick. Being sincere and honest in his job, he continuously worked from 3-1-1986 to Nov., 1991 total 630 days upto 16-3-1988. His total attendances 245,270 and 320 days in the period from July, 1988 to July, 1989, July 1989 to June, 1990 1st Jan. to Nov. 1991 respectively. He got conduct and character Certificate for his satisfactory performance as the letters dt. 27-4-1991 and 16-11-1989 of the Branch Manager and the Regional Manager of Mirjaganj and Giridih respectively.

4. Whereas with challenge to the legally maintainability of the present reference, the contra pleaded case of the Opp/Management is that the concerned workman was empanelled as badli Sepoy in the cluster comprising of three Branches of MirzaganJ, Kharagdiha and Chatra of Bank of India under Giridih Region as per the order dt. 16-1-1986 of the Zonal Manager, Bihar State. The workman had submitted his application for inclusion of his name as Badli Sepoy in any cluster of the Bank of India under Giridih Region, and enclosed the particulars of his Identification, Educational Qualification along with the School Certificate of Class VIII Pass, the minimum requisition for empanelment as Badli Sepoy to be engaged against Leave and Sick Vacancy or against any additional requirement. In course of the engagement after empanelment, a report was received about him to have submitted a false and of fabricated certificate insupport of his education qualification. At the enquiry into matter, it was found non-existent of allged Adarsh Madhya Vidyalaya, Gardanibagh, Patna and the fabrication of

certificate with same ulterior motive to get empanalled as a Badli Sepoy for employment as also accepted by the workman. Therefore he was not given further engagement in any branch of the cluster. He was never engaged against any permanent vacancy post in any of the branches, no additional post of Sub-staff was required. Rather he was engaged purely and Sick vacancy as such there was no scope for his permanent absorption in any branch. The performance of Badli Sepoy is adjudged and if suitable in all respects, his case is considered for his permanent absorption subject to fulfillment of eligibility conditions. A Badli Sepoy is engaged for a stipulated period during Leave and Sick Vacancy of a Sub-staff and after expiry of that period, his service stands automatically terminated. Thus it is a case of discontinuation or providing engagement as a Badli Sepoy to the workman, as the management could not repose confidence on his in view of submitting his false and fabricated educational certificate of non-existence of school. So the workman is not entitled to any relief.

5. The Opp./ Management in its rejoinder categorically denied the allegations of the workman, and stated that it is not a reference arising out of an industrial dispute, rather is a case of industrial dispute u/s 2A of the I.D. Act, 1947. The present case of not providing engagement as a Badli Sepoy form time to time after detection of his fraudulent and does not amount to termination of service. Such issue is not and I. D. under termination of service. Such issue is not and I. D. Underere siad provision of the Act. The alleged certicate pruported to be issued by the than Manager of Mirzaganj Branch appears to be not genuine inview of the facts and signature. The management paid wages on pro-rata basis according to number of hour of engagement per day and number of days worked by him. The workman was unsuitable for employmenat a Badil Sepoy on account of his fraudulent conduct and loss of confidence. So the question of his regularisation neither arose nor arise in the case. The persons found to be eligible were regularised as per the rules of the Bank. The workman never raised any dispute with the management .

FINDING WITH REASONING

6. In the reference, WW I Baiju Ram the workman himself for his own sake and MWI Petucs Toppo, Sr. Manager (Pers.),Zonal Office, Bank of India ,Bokara for Opp/Management have been examined. WWI Baiju Ram, the petitioner himself has claimed to have been appointed as Badli Sepoy as per the letter dt. 3-1-1986 (Ext. W. 1), thereafter ha got the Regd. Leter dt. 29-1-1986(Ext. W1/1) he was aksed to report & work as Badli Sepoy at Kharagdiha Branch as per the letter dt. 13-6-1986 (Ext. W1/2) , thus he claimed to have continuously worked for 1654 days from Jan. 1986 to Nov. 1991 as per the letter 16-11-1989 in three sheets of (Ext. W 3), and he got also the appreciation letter dt. 21-11-1991(Ext. W2/ 1) . He has also claimed to have worked for more than 240 days each for three years at Mirzaganj, Khargdiha and Magdiha (New Branch) and

Chatra, but as per the circular dt. 8-3-1996 of the Bank (marked X for identification), he was not given, and stopped from the work since then onwards; so his claim for regularisation is alleged to be justified. His evasive denial in regard to his any VIII pass certificate from Adarsh Vidyalaya, Gardanibag, Patna having been submitted by him as the minimum qualification for the post of Badli Sepoy amounts to his admission as the rule of the pleading under the civil Procedure Code. The Petitioner has admitted that the Ext. W.2 (the alleged letter dt. 27-11-1991 of Manager, Bank of India, Mirjaganj Branch about the total working days 1654 for the said period has not sealed as his Ext. W.1 letter dt. 3-1-1986 is not his appointment letter for Badli Sepoy. His statement not to have got any letter of engagement as Badli Sepoy at Mirjaganj as his continuously working there clearly proves that he did not get any appointment letter to work as Badli Sepoy at any of the said cluster Branches of the Bank.

7. But the oral statement of MWI Petrus Toppo, Sr. Manager (Pers.), Zonal office, Bank of India, Bokara, has unrebutably affirmed that the engagement of workman Biaju Ram as Badli Sepoy in place of the employee concerned on leave at Mir Zaganj and Khargdiha Branches temporarily; he was never appointed by the management in accordance with procedure of recruitment for the employees; the workman never completed 240 day in any calendar year. Moreover, the witness (MW1) has clearly established that on verification of the VIII class Pass certificate issued by the Adarsh Madya Vidyalay, Gardanibagh, Patna, as submitted by the workman, it was found there was no such school as named at Patna; if the workman was not appointed, the question of his termination does not arise. The witness has maintained the veracity in his cross examination, too.

8. Mr. S. N. Sinha, the Learned Counsel has represented the workman in this case by filing his written argument. It is submitted for the workman that the workman continuously worked for more than 240 days in a block of twelve months from July 1988 to June, 1989, July 1989 to June, 1990 and Jan. 1991 to Nov. 1991 according to his documentary proof, and on that score, the workman is entitled to regularisation.

Having relied upon the ruling : 1976 LLJ Sc (DB), State Bank of India Vs. N. Sundarsomoney, which is in reference to Arts. 133 and 136 of the constitution of India and Secs. 2(oo) & 25 F of the Industrial Dispute Act; it is submitted on behalf of the workman that despite his appointment as Badli Sepoy though purely temporarily yet his continuous service terminated without compliance with provision u/s 25 F of the I. D. Act, his termination in substance is retrenchment as it was held by the Hon'ble Apex Court in aforesaid case where the appointment order had stipulation the period of employment after which his service was terminated. Another ruling 1967(14) FLR4, Delhi Cloth & General Mills Co. Ltd. Vs. workmen Ors has

been cited on behalf of the workman in reference to Ss. 10(1) (d) & 10(4) of the I. D. Act, 1947. Their Lordships held therein that he as provisions of the Act indicates while it is open to the appropriate Government to refer the dispute or any matter appearing to be connected therewith for adjudication, the Tribunal must confine its adjudication to the points of dispute referred and matters incidental thereto. In other words, the Tribunal is not free to enlarge the dispute referred to it but must confine its attention to the points specifically mentioned and anything which is incidental thereto, looking to the pleading of the parties to find out the exact nature of the dispute. But the parties can not be allowed to go a stage further and contend that the formation of the dispute mentioned in the order of reference was non-existent, and that true dispute was something else; under Section 10(4) of the Act, it is not competent to the Tribunal to entertain such a question. Factually, the role of the Tribunal is to confine to the points specifically mentioned in the reference, and anything incidental thereto. But the ruling is based on the provision of Sec. 2(oo) and its exceptional clauses (a) (b) and (c) and it does not cover the exception provision under its latest clause (bb) as inserted by Act 49 of 1984 S. 2 w.e.f. 18-8-1984 which reads as a further exception as under : Sec. 2(oo) (bb) of the I. D. Act. 47.

“termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the workman concerned on the expiry or such contract being terminated under a stipulation on that behalf of continued therein; or”

So the aforesaid ruling with flux of time holds not good with the present reference.

9. On other hand, Mr. D. K. Verma, the Ld. Counsel for Opp./Management has argued that in view of the admission that as per the empanelment the workman was engaged as Badli Sepoy temporarily against the Bank employee on leave, and he had not got any appointment letter for it; and that the Certificate of VIII Class Pass submitted by the workman for empanelment for temporary engagement of a Badli Sepoy on verification was found to be fabricated, as the name of alleged Adarsh Madhya Vidyalaya, Gardanibag, Patna as noted in this Certificate was non-existent; so the workman is not entitled to engagement or regularisation. In the reference neither of the parties has produced any document positive or negative about the alleged VIII C Pass Certificate.

10. The resent reference has two appoints for consideration:

(i) The alleged action of terminating the service of the workman, and

(ii) His working days 1654 days for regularisation.

Firstly the second involves whether the workman has actually worked under the employer for 240 days, in any other case, during a period of twelve calendar months preceding the date with reference to which calculation to be made under Sec. 25F (2) (a) (ii) of the I. D. Act. In this regard, the letter dt. 27-11-1991 of the Branch Manager, Mirzaganj (Ext. W. 2) is a certificate for 1654 working days of the workman for period April, 1988 to No. , 27-1001 at Hirodin, Saria LDM Office Giridih Khargedhia, Chatra and Mirzaganj of the Regional Bank of India, Firidih. But the three sheeted letter dt. 16-11-89 of the Manager, Mirzaganj Branch, details the working days of the workman for the period from Jan. 3, 1986 to Nov. 1987 only, but not for aforesaid period April, 1988 to Nov. , 1991 . The last page of the said Ext. 3 is a certificate for his working days for period 3-1-1986 and July, 1988 to June, 1989 in jumbled manner, like the certificate letter dt. 27-1-1991 of the Mirzaganj Manager (Ext. W.2) None of the Certificate letters can be a conclusive proof for the claimed working days of the workman. The first two letters of the Ext. W.3 account for his working days 193 and 166 days in the year 1986 and Nov. 1987 respectively, but not for the period from Jan. 1986 to Nov. 1991 as alleged by the workman. But again the workman failed to plead and prove when he was terminated from his temporary service as condition precedent to its date with the reference dt. 26.8.1999 to which application to be made for his working for 240 days during a period of twelve calendar months. In lack of the proof of the aforesaid condition precedent to the date of the reference as required under the said provision, the said working days during the year 1986 to 1987 stand for away for the consideration of this regularisation on this score.

11. Secondly, at the first point whether there was an action of the Opp./Management in terminating the alleged service of the workman, it is the admitted fact that the workman on his application dt. 15-7-1985 was offered as per the letter dt. 3-1-1986 of Giridih Regional Bank of India (Ext. W.1) to work as a temporary Badli Sepoy after his nomination/selection for Mirzaganj , a cluster Branch as per time to time conformation, for which to keep contact with said Branch but it was not a letter of appointment of Badli Sepoy. Accordingly, as per the letter dt. 29-1-1986 of the Mirzaganj Branch (Ext. W.1/1) , he was requested to contact with Khargadiha Branch, where Bedli Sepoy was required from 3-2-1986 to work due work. Thereafter, the Mirzaganj Branch as per its letter dt. 13-8-86(Ext. W.1/2) requested the workman to report to the Khargadiha Branch for working as Badli Sepoy from 16-8-1986 as its sub-staff Rajendra Prasad was proceeding on leave since the date. The very nature of the terms and conditions of the aforesaid three letters explicitly implies every time the contract expressedly or impliedly between both the parties for a casual work of a Temporary Badli Sepoy against leave vacancy of the Bank Staff going on leave for limited period

of time so the termination of the service of the workman as a result of the non-renewal of contract of employment between the employer and the workman concerned and its expiry falls under the exception (bb) to the Sec. 2(oo) of the I. D. Act. So where a workman is temporarily engaged, termination of his service in accordance with the condition of engagement would not fall within the definition of retrenchment, hence Sec. 25 F would not be attracted.

12. In view of the aforesaid facts and circumstances, it is responded in the terms of the reference as such, and accordingly it is hereby —

ORDERED

the award be and the same is passed that the action of the Bank of India, Giridih Region in terminating (due to non-renewal of casual contract with) Sri Baiju Ram from service is justified, as factually it falls not under retrenchment as defined under Sec. 2(oo) (bb) of I.D.Act. So far as consideration for his regularisation on the ground of his working for 1654 days is concerned, the workman in lack of proof of his alleged termination date has failed to prove his continuous service for 240 days during a period of twelve calendar months preceding the date with the reference dt. 26-10-1999 to which calculation is to be made; moreover, his aforesaid working days 1654 being jumbled up stood unproved. Hence, the workman is not entitled to any relief.

KISHORI RAM, Presiding Officer

नई दिल्ली, 24 जुलाई 2013

का.आ. 1796.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यूके बैंक के प्रबंधनतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय-II, धनबाद के पंचाट (संदर्भ संख्या 185/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-05-2013 को प्राप्त हुआ था ।

[सं. एल-12011/38/98-आई आर (बी-II)]

सुमिति सकलानी, अनुभाग अधिकारी

New Delhi, the 24th July, 2013

S.O. 1796.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 185/1999) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Dhanbad as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of UCO Bank and their workman, which was received by the Central Government on 15-05-2013.

[No. L-12011/38/98-IR (B-II)]

SUMATI SAKLANI, Section Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL (NO.2), AT DHANBAD
PRESENT**

Shri Kishori Ram, Presiding Officer.

In the matter of an Industrial Dispute under Sec. 10(1) (d) of the I. D. Act., 1947

REFERENCE NO. 185 OF 1999

PARTIES : Employer in relation to the management of UCO Bank, Giridih and their workman.

APPEARANCES:

On behalf of the workmen : None

On behalf of the management : D. K. Verma, Ld.
Adv.

State : Bihar Industry : Banking

Dated, Dhanbad, the 3rd April, 2013

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Sec. 10 (1) (d) of the I. D. Act., 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-12011/38/99-IR(B-II) dt. 19-4-1999.

SCHEDULE

“Whether S/Shri Ram prasad Ram and Seven others (list enclosed) have worked for more than 240 days with the management of UCO Bank? If so whether the action of the management of UCO Bank in terminating their services rejustify? If not, to what relief the workmen are entitled to?”

2. The case of the United Commercial Bank Employee Association, U. C. O. Bank, Exhibition Road, Patna for workmen Ram Pd. Ram & 7 others has individually put cases which are briefly dealt with as such :

Sl. No.	Workmen as	Total days	Bank/Br.	Per day work	For the period	Period to termination w.e.f
1.	Sri Ram Pd. Ram as Class IV Staff	3240	Barhiya	Rs. 8.60	1984 May, 97	5-5-97
2.	Sri Ravi Shankar Pd. as a Peon	382	Sasaram	Rs. 60.00	April 96, June, 97	26-6-97
3.	Sri Mukesh as a Peon	1485	Tarapur (Munghyr)	Rs. 60.00	16-9-91 April, 97	29-4-97
4.	Sri Manoj Kumar	2800	Magadh Medical College	Rs. 05.41	2-5-87, 12-4-1997	12-4-97
5.	Sri Rana Pratap Paswan (SC)	301 355	Akbar Nagar	Rs. Nil	2-6-84 1990 April, 96 June, 97	13-6-97
6.	Sri Lakhi Das	1343	Gamaria Singh bhum	Rs. 30.00	4-8-92	2-4-97
7.	Sri Rabi Dutta	1653 265	Sakchi Jamshed Pur	Rs. 24.30	4-4-1991 22-4-97 (265 days from May, 96—April, 97)	23-4-97
8.	Sri Raju Kr. (S. C.)	624	Kisanganj	Rs. 30.00	10-12-86 25-6-97	26-6-1997

It is alleged that all the workmen were orally engaged and had worked at meagre wages enhanced from time to time in violation of Minimum Wages Act, 1948 on daily rated basis for several years, completing 240 days of continuous service in a year. They performed the jobs of subordinate staff against permanent vacancies for full days of work for 8 hours from 10 a.m. to 6 p.m. till the termination by the Bank Management orally without any notice, notice pay and retrenchment compensation, though they were protected workmen u/s 25 F of the Act. The Bank Management could not regularise or absorb them even as per their own circular CHO/PAS/16/89 dt. 19.10.89 laying down for absorption of the casual workers who have been continuously discharging any normal duties in the Sub-ordinate Cadre for 240 days or more immediately preceding to the Settlement dt. 12.10.1989. On raising the Industrial Dispute by the Association before the conciliation Officer/A.L.C.(C) meanwhile the management illegally retrenched the workmen, and the failure in conciliation due to adamant attitude of the management resulted in the reference for an adjudication, though the management had admitted the period of their working for more than 240 days in a block of 3 years preceding to the aforesaid Settlement.

The management adopted the policy of unfair labour practice in it. Thus the workmen are entitled to their reinstatement in service with full back wages, as they had acquired the status of permanency by keeping them in tenterhooks for several years.

3. The Association concerned for the workmen in its rejoinder has categorically denied and stated that the written settlement of the management without proper verification is untenable. Though admittedly the UCO Bank being nationalised over is a state under Article 12 of the Constitution of India, yet it has no recruitment Rules regarding the appointment/engagement of casual workers in the Bank's service just as the Bipartite Settlement governing the condition of service of the Banking employees does not provide for. So subsequently the Bank Management entered into a Settlement for empanelment and absorption of daily wagers on All India basis on 2-10-1989 and circulated it on 18-10-89. The right/entitlement are to be determined under the provisions of the Industrial Dispute Act, 1947, The function of the welfare State/the Bank is not subject to earning of profit only. Merely failing of one year requisite under Sec.25 F would not sever the relationship of employer and workmen. All the workmen were engaged for hire or reward for their working which had nothing to do with the general condition of the recruitment rules. Every termination spells retrenchment. Thus the reference was rightly made by the Government of India to the Tribunal for an adjudication.

4. Whereas the contra pleaded case of the O.P./Management with categorical denials is that the UCO Bank

is a nationalised bank and State as under Article 12 of the Constitution of India. It is under the obligation for compliance of the provision of Article 14 and 16 of the Constitution of India to provide equal opportunity in Public employment and equality before the Law so it includes the obligation of the Bank to follow general norms of appointment/engagement of person in every category of service, i.e.,

- (i) all appointment to be made against vacant sanctioned posts, after advertisement for appointment for it and requisition to the local Employment Exchange in respect of Subordinate and inferior service, and
- (ii) the selection and appointment to ensure the candidature of every applicant in order of merit to reflect the position for inter-re-seniority and empowerment of the officer by the Bank in regard to appointment so as to create some semblance of right in any appointee person engaged transitory.

5. Further alleged that the Bank Management as per its various circulars prohibited all Branch Managers from engagement of unempanelled casual workers at Branches and offices. So no Branch Manager of the Bank is authorised to engage any unpannelled casual workers. Since the Bank has been in loss of Rs. 1,429.00 Crores on 31st March, 1996 and further loss in working till 31st March, 1997, and one crore rupees per year for the expenditure over payment to unwanted and illegitimately individual engaged by the authority without any authority, hence a policy was taken to discontinue such unauthorised engagement of person. It is further alleged that consequent upon the decision at the meeting of Hon'ble Mr. P. Chidambaram the then Finance Minister, Govt. of India with the members of Directors with the Representatives of the Union/Association amongst others held on 28-3-1997 for formulation of turn around plan with the postulate for avoidance of recurring wasteful/unproductive expenditures, on 29-3-1997 the Zonal Manager of the Bank strictly directed all the Branches/officers under their jurisdiction as such :

- (a) to immediately disengage daily casual workers other than empanelled casual entered so as to complete the entire process before 10th May 1997,
- (b) to ensure availability of at least one sub staff at each branch, when in case of his non-availability, despatch of empanelled workers in the concerned zone to such branch.
- (c) to render any Branch Manager/Div. Manager or Zonal Head personally liable for disciplinary action and recovery of wages unauthorised paid for the engagement of unempnelled casual workers by them on or after H.Q. Circular CHO/PAS/4/90 dt. 31-3-90 and

(d) to acknowledge the receipt of the communication in 48 hours of its receipt in the format concerned and to send the same to Shri C. Mahadevan Central Manager (Personnel).

Consequently it resulted in the agreed declaration of All India UCO Bank Employees Federation as per joint action plan with amongst others inter alia as circulated by it on 9-4-1997 for—

- (a) the redeployment of staff as per needs on basis of agreed criteria within and outside city limits, and
- (b) No recruitment in the current years except as mentioned in Para 7 and specialists and general cadre officers in the lowest grade to a limited extent.

6. Further alleged on behalf of the management thereafter the management again issued the circular to all Branch Managers to prohibit the engagement of casual workers. The workmen were inconsistently and unauthorisedly working in the Bank. As the appointment was itself invalid and imoperative they were never empanelled by the Bank and they were utilised by the Branch Manager, they are not entitled for protection under the Industrial Dispute Act, 1947. Neither any approval was obtained for their engagement or payment of wages, nor appointment letter nor Pay slip was issued. The claim of appointment is made against non-existence of post. Their engagement in various branches intermittently can not be treated as a continuous service as defined in the I.D. Act. The engagement of the daily wages is being done for one day only and discontinuation of their engagement can not be termed as retrenchment the calculation of the attendance and completion of 240 days attendance concerning daily wages can not be treated their rendered service continuous. Their discontinuation not termination, by the management is non-renewal of engagement.

7. The management of the Bank in its rejoinder categorically denied the allegation of the Union/workmen, and stated that their unauthorised engagement by the Branch Manager was violative of Article 14 and 16 of the Constitution of India. They were never allowed to do regular duties of the Bank, rather they were engaged in the incidental job whenever occurred.

They are not entitled to retrenchment compensation or Notice Pay u/s 25 F of the I.D. Act, 1947, as their termination can not be termed as retrenchment. The conciliation Officer, Patna has no jurisdiction over the alleged claim of the Union for alleged workman is working in the Singhbhum District of Jharkhand, so its proceeding is null and void. Thus, the action of the management is legal and justified and the workmen are not entitled for any relief.

FINDING WITH REASONING

8. In the present reference, "WW1 Mukesh Kumar WW2 Ram Prasad, WW3 Manoj Kumar, WW4 Ravi Shankar Prasad, WW5 Ram Pratap Paswan, WW6 Ravi Dutta and WW7 Lakshmi Das all workmen for the Union, and MWI Anil Kumar, the Sr. Manager (Pers.), UCO Bank, Zonal Office, Patna, for the management have been examined.

The statement of WW1 Mukesh Kumar is that he worked as a peon at UCO Bank, Tarapur Branch at the rate of Rs. 15 per day weekly paid through voucher from the 16th Sept. 1991 of his appointment upto 29-4-1997, the date of his retrenchment by the Management by stopping him from work. He claimed to have put in his attendance for more than 240 days.

WW2 Ram Prasad stated to have continuously worked as a casual worker at the wage of Rs. 8.35 per day at Barhiya Branch of the Bank from 1984 to 1997; his wages were paid through vouchers though he put his attendance for more than 240 days, the Branch Manager did not allow him to sign the attendance register, and stopped him from working.

WW3 Manoj Kumar claims to have served as a peon at Magadh Medical College Branch of the Bank at the wage of Rs. 2.77 per day from the 2nd May, 1987 of his appointment to 12th April, 1997, the date of stoppage of his working by the management; the management did not allow him to sign any paper or attendance register, though he put his attendance for more than 240 days in a year.

WW4 Ravi Shankar Prasad similarly stated to have served as a peon at Sasaram Branch of the Bank from the date 26th Feb., 1996 of his oral appointment by the Branch Manager until he was stopped from working on 26-6-97, though he worked for more than 240 days in a year prior to the stoppage.

WW5 Ram Pratap Paswan also put his claim to have served as a casual worker since his oral engagement on 2-6-84 at Akbar Nagar Branch of the UCO Bank at daily wage Rs. 50 to be paid through debit vouchers until he was stopped from working from 13-6-1997, prior to which though he had continuously worked for 240 days in a year A Proforma of his particulars marked X for identification.

Likewise, WW6, Ravi Dutta states to have served as a peon since his oral appointment on 4-4-91 at Sakchi Branch of the Bank on daily wage of Rs. 30 payable through vouchers until he was stopped by the Branch Manager from working on 23-4-97, though he had continuously worked for more than 240 days in a year. He also proved the photocopies of vouchers as Extt.W.1 to 1/3 series for the payment of his daily wage.

Lastly WW7 Lakshmi Das has claimed to have served as a peon from 4-8-92, the date of his oral engagement, at the wage of Rs. 30 per day payable through

vouchers at Gamaria Branch of the UCO Bank upto 2-4-1997 when he was stopped to work, though he continuously worked for more than 240 days before the stoppage.

But all these workmen have clearly admitted not to have received any letter of their appointment or interview nor their names sponsored by any Employment Exchange for the job.

9. Whereas the statement of MW1 Anil Kumar, the Senior Manager (pers), UCO Bank, Zonal Office, Patna is that the recruitment of Sub-staff of the Bank is under the personnel department of it; for it as per its procedure, the names of candidates are called for from the Local Employment Exchange office their interviews are taken and those who are selected are appointed by the Management. These petitioners were not appointed as per the said procedures of the bank. The management prepares a panel for its casual workers, and it adopts the same procedure for the empanelment of casual labourers, but the empanelment has no names of the petitioners. The Management witness (MW1) has affirmed that the Branch Manager has no power to appoint any Sub-Staff for the work, rather he would take work from the empanelled casual Sub-Staff in exigency as per requirement, so the claim of the petitioners for regularisation is not justified. He also asserted in the Court of that there is a Circular for recruitment of Sub- staff in accordance with the aforesaid procedure. Despite ample opportunity, the Union Representative unappeared for the cross examination of MWI, he was discharged ; thus it matured for argument.

10. Despite the Regd Notice to the Union concerned on its address noted in the Reference itself for argument for the workmen, the Union Representative did appear for argument at the Camp Court, Patna, but Mr. D. K. Verma, the Ld. Advocate for the Opposition/Management appeared and argued finally in the case.

Mr. Verma, the Learned Counsel for the O.P./Management has to submit that in face of the admission of the petitioners that neither they have got any appointment letter nor their names were sponsored of the Local Employment Exchange for the post of Sub-staff, they have failed to prove the 1st part of the Reference about their alleged working days for 240 days in a year, so no need to enter the second question as referred to in regard to their alleged termination. It has been underlined that it is the settled law that irregular casual workers can not be regularised. The argument of Mr. Verma, appears to be plausable.

11. On perusal and consideration of the materials as adduced by both the parties, I find that the Union Representative has utterly failed to prove any documents of the eight workmen except those of workmen Ravi Dutta (WW6) who has proved the four photocopies of the

vouchers as Extt. W1 series and same relate to the payment or his daily wages for four dates, i.e., Oct. 26, 1996, April, 23 and 12, 1997 and Jan. , 12, 1993, respectively. These documents do not rather can not lead to conclusion if he continuously worked for 240 days in any calender year as required u/s 25 B(2)(a)(ii) of the Industrial Disputes Act, 1947. In lack of any proof of the continuous service for not less than one year as laid down under Sec.25 F Under Heading conditions precedent to retrenchment of workmen, no question of alleged retrenchment/termination of these workmen arises,as all of them were quite casual and irregular for the work of Sub-staff under the Branches concerned of the UCO Bank.

12. In result, it is responded to the reference and accordingly it is hereby :

ORDERED

The Award be and the same is passed that S/ Shri Ram Prasad Ram and seven others (as per list enclosed) have not worked for 240 days or more (in any calendar year) with the management of UCO Bank.

Since they did not have any continuous service for said specified days in any calendar year, the question about the action of the O.P/Management of UCO Bank in terminating their service as justified or unjustified does not arise. None of the eight workmen is entitled to any relief.

Let the copies (duplicate) of the Award be sent to the Government of India, the Ministry of Labour and Employment for information and needful publication in the Gazette of India.

KISHORI RAM, Presiding Officer

LIST OF WORKMEN

LIST OF WORKERS

Sl. No.	Name	Branch
1.	Mr. Ram Pd. Ram	B/o : Barhiya Distt Munger.
2.	Mr. Ravi Shankar Pd.	B/o : Sasaram, Distt Rohtas.
3.	Mr. Mukesh Kumar	B/o : Tarapur, Distt Munger.
4.	Mr. Manoj Kumar	B/o : MM College, Gaya
5.	Rana Pratap Paswan	B/o : Akbarnagar, Distt Bhagalpur
6.	Mr. Lakhi Das	B/o : Gamaria, Distt Singhbhum.
7.	Mr. Rabi Dutta	B/o : Sakchi, Jamshedpur.
8.	Mr. Raju Kumar Paswan	B/o : Kishanganj.

नई दिल्ली, 24 जुलाई, 2013

का.आ. 1797.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्ट्रल बैंक ऑफ इंडिया के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नं. 2, धनबाद के पंचाट (संदर्भ संख्या 36/2012) को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-5-2013 को प्राप्त हुआ था।

[सं. एल-12012/90/2011-आई आर (बी-II)]

सुमिति सकलानी, अनुभाग अधिकारी

New Delhi, the 24th July, 2013

S.O. 1797.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 36/2012) of the Central Government Industrial Tribunal/Labour Court No.2, Dhanbad, now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Central Bank of India and their workman, which was received by the Central Government on 15-5-2013.

[No. L-12012/90/2011-IR (B-II)]

SUMATI SAKLANI, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL No. 2, AT DHANBAD

Present : Shri KISHORI RAM, Presiding Officer

In the matter of an Industrial Dispute under Section 10(1)(d) of the I.D. Act, 1947

Reference No. 36 of 2012

Parties : Employer in relation to the management of Central Bank of India, Zonal Office, Patna and their workman.

APPEARANCES :

On behalf of the workman : None

On behalf of the management : None

State : Jharkhand/Bihar

Industry : Banking

Dated, Dhanbad, the 1st Feb, 2013

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to the Tribunal for adjudication vide their order No. L-12012/90/2011-IR (B-II), dt. 24-5-2012.

SCHEDULE

“Whether the action of the management of Central Bank of India, Zonal Office, Patna in terminating the services of Sh. Mahendra Kumar w.e.f. 29-1-2009 is legal and justified? To what relief the workman is entitled ?”

2. Workman Mahendra Kumar present and files a petition with its enclosure, submitting himself that in view of Circular No. RO/HRD/2012-13/1588 dated 07-11-2012 wherein it has been assured that workman concerned will be absorbed permanently as Sub-Staff in the Bank, so it may be closed, because he does not want to contest the Reference which was raised by himself. Further the workman has declined to be represented by the Union Leader Mr. B. Prasad; Sri Paras Nath Ram, the Branch Manager, Central Bank of India, Dhanbad, for the management is also present.

Perused the case record. I find the case has been pending for filing written statement of the workman, but since the workman himself is willing not to contest the suit on the ground of his prospective absorption permanently as Sub-Staff in the Bank as per the aforesaid Circular, as assured to him. Hence the case is closed and accordingly it is passed and Award of “No industrial Dispute” existent, now.

KISHORI RAM, Presiding Officer

नई दिल्ली, 25 जुलाई, 2013

का.आ. 1798.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मुंबई पोर्ट ट्रस्ट के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, मुम्बई 2, के पंचाट (संदर्भ संख्या 2/29 ऑफ 2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-7-2013 को प्राप्त हुआ था।

[सं. एल-31011/04/2006-आई आर (बी-II)]

सुमिति सकलानी, अनुभाग अधिकारी

New Delhi, the 25th July, 2013

S.O. 1798.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central

Government hereby publishes the Award (Ref. No. CGIT-2/29 of 2007) of the Central Government Industrial Tribunal/Labour Court .2, Mumbai, now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Mumbai Port Trust and their workman, which was received by the Central Government on 25-7-2013.

[No. L-31011/04/2006-IR (B-II)]

SUMATI SAKLANI, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL No.2, MUMBAI

PRESENT : K. B. KATAKE, Presiding Officer

REFERENCE No.CGIT -2/29 of 2007

EMPLOYERS IN RELATION TO THE MANAGEMENT OF MUMBAI PORT TRUST

The Chairman
Mumbai Port Trust
Port Bhavan
Ballard Estate
Mumbai-400038.

AND

THEIR WORKMEN

The General Secretary
Mumbai Port Trust Dock & General Employees Union
Port Trust Kamgar Sadan
Nawab Tank Road
Mazgaon, Mumbai 400 010.

APPEARANCES:

FOR THE EMPLOYER : Mr. Umesh Nabar, Advocate.

FOR THE WORKMEN : Mr. J. H. Sawant, Advocate.

Mumbai, dated the 17th June, 2013

AWARD

1. The Government of India, Ministry of Labour and Employment by its Order No.L-31011/4/2006-IR (B-II) dated 05-07-2007 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following industrial dispute to this Tribunal for adjudication:

“Whether the action of the management of Mumbai Port Trust in not entering in its record the dates of appointments of Shri Vijay J. Parab, Cargo Supervisor

and Shri S. T. Mehta, Cargo Supervisor as 02/06/1969 and not giving them all consequential benefits including the benefit to their age of retirement as 60 years is legal and justified? If not, to what relief these two workmen are entitled ?”

2. After receipt of the reference notices were issued to both the parties. In response to the notice the second party union filed its statement of claim at Ex-4. According to the second party the two workmen by name S/Shri Vijay J. Parab and S. T. Mehta were employed by Bombay Dock Labour Board as Tally and Sorting Clerks w.e.f. 02-06-1969. In due course they were promoted to the post of Dock Clerk and finally to the post of Cargo Supervisors. In 1994 Bombay Dock Labour Board transferred the services of the workmen to the first party and the first party became employer thereof. As per the Mumbai Port Trust circular dated 4-7-2000, the age of retirement of the second party workmen was 60 years. As they were recruited before 3-8-1972 the second party workmen are entitled to continue in their service up to the completion of their 60 years of age. However the first party retired Shri Vijay Parab from the services w.e.f. 1-7-2007 i. e. on completion of 58 years of his age. They did not consider the period of his service from 2-6-1969 to 6-1-1979 and did not give benefit as per the circular dt. 4-7-2000 as done in the case of other workmen placed in similar circumstances. They ought to have allowed him to work up to 1-7-2009 till the age of 60 years with all consequential benefits. The first party gave discriminatory treatment to Mr. Parab and subjected to losses, hardship and inconvenience by forcibly retiring him w.e.f. 1-7-2007.

3. Mr. Mehta is still in service of MBPT. However first party has not yet entered in its record the date of his appointment as 02-06-1969. His service for the period 2-6-1969 to 28-2-1979 must be considered as service for first party for all purposes. The action of the first party in not considering the period of service of both the employees from 2-6-1969 is illegal. Retiring Shri Vijay Parab at the age of 58 as on 01-07-2007 is arbitrary and illegal and unjustified. Therefore the second party prays that the first party be directed to give all benefits to Vijay Parab till the age of his superannuation of 60 years treating as if he is not retired w.e.f. 1-7-2007. They also pray that action of the management in not entering the service of Mr. Mehta and not giving him benefits for the period of service from 2-6-1969 to 28-2-1979 be declared illegal.

4. The first party management resisted the statement of claim of the Union vide their written statement at Ex-5. According to the first party the contents in the statement of claim are false, contrary and inconsistent. According to them the contents in the statement of claim are misconceived, malafid and not maintainable in law and

facts. They denied that second party union is deprived of any such right of the workmen. The second party workmen are demanding change of date of appointment and age of retirement which is contrary to the rules of the establishment. It would amount to injustice to similarly placed employees and showing favour to one set of employees in violation of principles of natural justice. According to the first party in the year 1979 post of Dock Clerk a higher grade than the grade in which the workmen were employed became available in stevedoring company. The said grade category of Docks clerk was not on the schedule of erstwhile BDLB. Considering the better prospects, the workman Shri Parab & Shri Mehta on their own volition choose to resign from the services of the erstwhile BDLB and take up the employment of Docks Clerk in the higher pay scale with the stevedoring company w.e.f. 07-01-1979 and 01-03-1979 respectively. After resigning from the erstwhile BDLB the workmen had collected all their terminal dues thereby settling all their claims against erstwhile BDLB in respect of their employment from 02-06-1969. Past service of erstwhile BDLB employees is not covered either by Government notification or by the subsequent settlements. Both the majority unions including the second party union were parties to the settlement. As both the workmen have resigned from the services of BDLB and joined the services of the first party, their period of service with BDLB cannot be considered. On the other hand they were recruited on 07-01-1979 and 01-03-1979 respectively. Therefore they cannot claim any benefit in respect of their previous service.

5. According to them the criteria was adopted by erstwhile BDLB in its meeting dated 11-07-1986 to fix the age of retirement in respect of Class-III and Class-IV employees recruited on or before 1972 as 60 years and for all future entrants the retirement age is 58 years. Birth date of Shri Parab is 16-06-1949 and as he joined the service on 07-01-1979, he was due for retirement at the age of superannuation of 58 years and was accordingly retired on 01-07-2007. Mr. Mehta joined the services of first party on 01-03-1979. Therefore, both these workmen are not entitled to get benefit of the retirement age of 60. They denied that workmen were subjected to discriminatory treatment, losses and hardship and inconvenience. Mr. Parab was accordingly retired lawfully at the age of 58. He also received all the retirement benefits. Therefore the first party submitted that the workmen are not entitled to any relief as prayed for. Therefore they pray that the reference be rejected with. cost.

6. The second party filed their rejoinder at Ex-10. They denied the contents in the written statement and reiterated their version in the statement of claim.

7. Following are the issues for my determination. I record my findings thereon for the reasons to follow:

Sr. no.	Issues	Findings
1.	Whether Vijay J. Parab is entitled to the benefit of age of retirement as 60 years?	Yes.
2.	What order?	As per order below.

REASONS

Issue no. 1 :—

8. In this respect I would like to point out that during pendency of this reference name of Shri S.T.Mehta was deleted as per orders passed on Ex-9.

9. A short question for my determination is whether the employee under reference is entitled to claim retirement at 60 years of age as fixed by the circular dated 04-02-2000 issued by Central Government on the subject of Bombay Dock Workers (Regulation of Employment) Amendment Scheme 1981. As per this circular the employees recruited on or before 03-08-1972 are entitled to continue their service up to completion of their 60 years of age. According to the workman he was recruited by the erstwhile BDLB on 02-06-1969. According to them afterwards in 1979 the workman was taken over by the first party. As against this it is the specific case of the first party that, the workman has resigned his services with BDLB and thereafter joined the services afresh with the first party since January, 1979. According to the first party the workman has also received their GPF amount and other dues from BDLB and joined the services of first party since January, 1979. Therefore he is not entitled to get the benefit of the circular which prescribe age of 60 years for the workers who were recruited on or before 3-8-1972.

10. According to the first party his services were not continuous service since 1969 as has been alleged. In this respect the Ld. adv. for the first party pointed out that, though in the affidavit, the workman has denied that he has resigned from BDLB in the year 1979, he has admitted in his cross at Ex-14 that, BDLB has paid him his legal dues on 16-5-1979. He admitted that legal dues include PF, Gratuity and ex-gratia payments. He has admitted that those legal dues were in respect of his employment from 2-6-1969 to 6-1-1979. It indicates that the workman retired or resigned from BDLB in the year 1979. He received all the dues from BDLB and thereafter workman and others have joined the services of the first party. It shows that the workmen of BDLB resigned from BDLB in the year 1979. They received all their dues such as GPF, Gratuity, ex-gratia

payments etc. and thereafter they joined the services of the first party since January 1979. In the circumstances the Ld. Adv. for the first party submitted that, his services cannot be said to have been continued since 1969 as has been claimed. In short, according to him, as he was not recruited as on 3-8-1972 or before that and he is not entitled to get the benefit of retirement age of 60 years as he joined the services of first party in the year 1979.

11. In this respect I would like to point out that though Mr. Parab has joined the services of the first party in 1979, he was not recruited afresh after following the recruitment procedure prescribed therefor. On the other hand fact is not disputed that the workers of the erstwhile BDLB were taken over by the first party in 1979 and they were given new and upgraded designation. In this backdrop though the service prior to 1979 cannot be considered for any monetary benefit from the first party however as the workmen of erstwhile BDLB were taken over by the first party, their earlier service is required to be taken into account to get them the benefit of age of retirement as the workman was already in service of BDLB since prior to 1972. He should not have been shown as a new recruit of the year 1979. In this backdrop I hold that, the workman Mr. Parab is entitled to get the benefit of circular dated 4-2-2000 by which workmen of the first party recruited on or before 3-8-1972 are given benefit of retirement age upto 60 years and he ought not have been retired at the age of 58 years. In the light of this discussion I hold that, retiring the workman at the age of 58 years was unjust discrimination as workman was already in service since prior to 3-8-1972. He was not recruited but was taken over by the first party in 1979. Therefore he was required to be treated as recruited prior to 3-8-1972. I therefore hold that making the workman retire at the age of 58 instead of 60 years of age was unjust and improper.

12. Though I hold that retirement of workman at the age of 58 was unjust and improper, he cannot be reinstated at this stage as by the time he has also crossed the age of superannuation of 60 years. In this backdrop the Ld. adv for the second party has claimed full back-wages for the period of remaining 2 years. In this respect the Ld. adv for the first party submitted that 'no work no wages' is the well settled principle of law. Therefore he submitted that the question of awarding any back wages does not arise. After giving conscious thought to the arguments of both the parties, I am of the opinion that though the workman has not worked after the age of 58 years, he was entitled to work for two more years. He was wrongfully retired by the first party and it was not his fault. At the same time I would also like to consider the fact that the workman has not worked with the first party for the said period of two years. In the circumstances granting full back-wages would thus put unnecessary

heavy burden on the State Exchequer for the fault of some officers. In the circumstances to meet the end of justice I think it proper to grant compensation to the workman @ 20% p.m. of his last pay (total emoluments) for the rest of the two years. Accordingly I decide this issue no.1 in the affirmative and proceed to pass the following order:

ORDER

The reference is partly allowed as follows:

- (i) The action of management in retiring workman Shri V.J.Parab at the age of 58 is declared unjust and improper.
- (ii) The management is directed to pay the workman Shri V. J. Parab compensation @ 20% p.m. of his last pay (total emoluments) for the period of two years (24 months).
- (iii) No order as to cost.

Date : 17-06-2013

K. B. KATAKE, Presiding Officer

नई दिल्ली, 26 जुलाई, 2013

का.आ. 1799.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब एण्ड सिंध बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चण्डीगढ़-I के पंचाट (संदर्भ संख्या 51/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-7-2013 को प्राप्त हुआ था।

[सं. एल-12012/33/2009-आई आर (बी-II)]

सुमति सकलानी, अनुभाग अधिकारी

New Delhi, the 26th July, 2013

S.O. 1799.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. I.D. 51/2009) of the Central Government Industrial Tribunal/Labour Court I, Chandigarh, now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Punjab and Sindh Bank and their workman, which was received by the Central Government on 18-7-2013.

[No. L-12012/33/2009-IR (B-II)]

SUMATI SAKLANI, Section Officer

ANNEXURE

**BEFORE SHRI S. P. SINGH, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL—
CUM-LABOUR COURT-I, CHANDIGARH**

Case No. ID 51/2009

Shri T.S.Bhogal,
70/3, Mohalla Bari Sarkar,
Anandpur Sahib Ropar (Punjab).

Workman

Versus

The Zonal Manager,
Punjab & Sind Bank,
Sector 17-B, Chandigarh.

Management

APPEARANCES:

For the workman : Shri Arun Batra.

For the management: Shri I. P. Singh.

AWARD

Passed on 15th of July 2013

Central Govt. vide letter No. L-12012/33/2009-IR (B-II) dated 13-10-2009 has referred the following dispute to this Tribunal for adjudication:

"Whether the action of the management of Punjab & Sind Bank in awarding the punishment of compulsory retirement to Shri T.S. Bhogal vide order dated 30-7-2007 is legal and justified. What relief the workman concerned is entitled to?"

2. Workman filed the claim statement stating therein that he was working as Clerk in the respondent bank since 20-6-1977 and he was served with the charge-sheet dated 30-9-2004 on false ground. The charge-sheet is detailed below :—

“CHARGESHEET”

Sh.Tarlochan Singh Bhogal,Cashier/Clerk(U/S) while working at BO Bhanupali (Ropar), is hereby charged with having allegedly committed the acts of gross misconduct as detailed under :

1. That he allowed debit of Rs.5400 (Rs.Five thousand four hundred only) On 16-9-2002 in the SB A/C No.6722 (unclaimed A/C) vide cheque No.832574 indicating the A/C. No.4825 and allowed cash payment on the signature of one Sh.Chanan whereas:—

The SB A/C No. 4825 relates to Smt.Vijay Kumari. The amount should have been debited to SB A/C 4825. No. such cheque leave was issued.

2. That he afforded credit of Rs. 5050 (Rupees Five Thousand fifty only) to the A/C No.6722 (unclaimed A/C) on 21-5-2001. Whereas :

As per credit voucher the amount pertains to SB A/C. No. 3341 of Sh. Jagdish Ram.

He did not credit the amount to the respective A/C.

He approved cash payment of the same on 22-5-2001 with thumb impression on the withdrawl form, and in Bank's record Sh.Jagdish Ram having the SB A/C No. 3341 signed in Punjabi (Gurmukhi Script).

3. In gross violation of accounting norms he approved the cash payment of Rs.7600/(Rupees Seven Thousand Six Hundred Only) to one Sh. Jagan Nath on 24-9-2002 by way of debiting the SB A/C No.6722 (unclaimed account) on the strength of withdraw form.

4. That he approved the cash payment of Rs. 20000 (Rupees Twenty Thousand only) to one Sh. Jagan Nath on 28-9-2009 by way of debiting the SB A/C No.672 (unclaimed account) on the strength of loose cheque No. 832577. The cheque leave has been used from the cheque book bearing No. 832561 to 832580 with malafide intensions.

5. That he approved the cash payment of Rs. 5300 (Rupees Five thousand three hundred only) in the SB (Pension). A/C.No.6434 (Deceased A/C) of Smt Banti Devi W/o Nanak Chand on 04-10-2002 with the signature in English on loose cheque No. 832578 whereas account opening form bears thumb impression of Smt Banti Devi. The cheque leave has been used from the cheque book bearing No. 832561 to 832580 with malafide intensions. The A/C of Smt Banti Devi has been debited whereas she has already expired, thereby misappropriating bank's funds.

6. That he approved the cash payment of Rs. 5800 (Rupees five thousand eight hundred only) on 22-9-2001 with the forged signature on the withdrawl form in SB A/C.No. 284 of Sh.Wattan Singh (Deceased A/C) for misappropriation the amount.

7. That he allowed fictitious credit of Rs. 45970 (Rs. Forty five thousand nine hundred and seventy only) on 9-6-2002 in the a/c No. 6722 (unclaimed account).

8. That he allowed fictitious credit of Rs.45970 (Rs. Forty five thousand nine hundred and seventy only) on 11-6-2002 in the SB A/C No. 392 of Sh.Surinder Kumar. He also approved cash payments twice of

Rs.20,000 (Rs.Twenty thousand only) each vide cheque No.065259 dated 11-6-2002 and cheque No. 574032 dated 15-7-2002 against the said credit whereas the signature on the said cheques do not tally with the bank's record.

9. Further he allowed fictitious debit of Rs.45,970 in SB A/C No.6722 (unclaimed A/C) on 10-8-2002 on the strength of debit voucher made by him. He prepared the credit voucher for the same amount to be credited in the SB A/C No. 392 of Sh.Surinder Kumar, but did not afford credit to the a/c on date.

10. That he checked the debit voucher of Rs.55,000 (Rs. Fifty five thousand only) on 8-2-2002 in the current account no. 216 (Pension A/C) and allowed credit in SB account No. 6722 (unclaimed account) deceitfully.

11. That in gross violation of accounting norms,Sh.Tarlochan Singh Ratified the debit of Rs. 55,000 (Rs.Fifty five thousand only) on 31-8-2002 in AC No. 216 (Pension A/C). He prepared voucher for credit of Rs.55,000 to SB ledger No. 21 without giving any details to effect the A/C along with other vouchers with mala fide intentions.

12. That he approved the cash payment of Rs.1700 to Smt Kamla Devi on 11-9-2001 by debiting the SB A/C No. 6722 (unclaimed account) on the strength of withdrawal form whereas :—

- (a) The withdrawal from pertains to SB A/C No.4629.
- (b) The amount should have been debited to SB A/C 4629.
- (c) He did not sign the token book while approving the withdrawal/cash payment.

13. That he checked the debit voucher of Rs.2070 in the SB A/c No. 6722 (unclaimed A/c) on 26-12-2001 and checked the credit of the same to SB a/c No. 8782 of Sh. Kuldeep Chand in total violation of accounting norms.

14. That he approved the debit entry of Rs. 70140 on 23-8-2002 in the a/c No.184 of Himachal Traders without accounting for the same while arriving at the balance. The said entry remained unattended and the party drew undue pecuniary gain to the extent of said amount. He did not tally the balances of the C.A intentionally. He did not make summations in the a/c while carrying over the balance to the next page. The present Dr. balance in the a/c is showing Rs. 42257 thus putting the bank to pecuniary loss.

Sh. Tarlochan Singh Bhogal was required to submit his statement of defence within 7 days of receipt

of charge sheet."

3. It is further stated by the workman that he was given penalty of compulsory retirement from service vide order dated 30-7-2007 after conducting the inquiry. An appeal preferred by the workman to the appellate Authority against the glaring irregularities and infirmities, denial on opportunity and violation of the instruction of the bank, Bipartite Settlement and other provisions of the ID Act. Without going through the appeal of the workman appellate authority passed a non-speaking order confirming the order of the disciplinary authority. It is stated by the workman in the claim statement that inquiry conducted against the workman is against the principles of natural justice and provisions of settled principle of law. The workman also claimed that many technicalities were not followed by the management. The Manager incharge Sh. Gurdip Singh and Vir Singh in the instant case had been treated fairly and given a nominal penalty though they were charged with the same set of allegation. Thus the management discriminated against the workman by imposing the penalty of compulsory retirement. The request of the workman to change the inquiry officer and presenting officer did not found favour with the management. The revengeful conduct of the Inquiry Officer is clearly manifested in his findings and he denied the opportunity to the workman to call the Manager who opened the account No. 6722. The Inquiry officer did not take into account the cross-examination of the sole tainted management witness. The Inquiry Officer also placed reliance on the statement of the management witness against whom the workman had made a complaint. Therefore the workman was victimized at the hands of the management and he was also denied the opportunity of personal hearing before passing the final order. It is further stated by the workman that punishment imposed is disproportionate to the act of the workman. He prayed that management may be directed to restore the service of the workman from the date of penalty along with all consequential charges and benefit with interest. Along with the claim statement the workman also placed on file his affidavit.

4. Management filed written statement. Preliminary objection has been taken that the workman has not approached this Hon'ble Court with clean hands and he is guilty of suppression of material facts. It is further stated by the management in the written statement that findings of the disciplinary authority as well as the quantum of punishment awarded by the disciplinary authority cannot be challenged before this Court. This Court cannot sit as Court of Appeal. It is also settled law in the case of banks and financial institutions that high standard of financial discipline and integrity are to be maintained to maintain the confidence of general public. Therefore the workman is not entitled for any benefit. It is further stated that charges

against the workman were duly proved and he was given full opportunity to defend himself during inquiry. On merits the management denied all the allegations of the workman and repeatedly stated in the written statement that the workman was given full opportunity to defend himself during inquiry and the inquiry was conducted in fair and proper manner. The Inquiry Officer has provided each and every possible opportunity to the workman to defend himself. The Inquiry was conducted in fair and proper manner following the principles of natural justice, The disciplinary authority before passing the order of punishment supplied the copy of the findings along with show cause notice and personal hearing was also given by the disciplinary authority before passing the order of punishment. The appeal filed by the workman being merit less was also rejected by the appellate authority after applying its mind. It is prayed by the management that no case is made out in favour of the workman and he is not entitled to any relief. Along with the written statement the management filed complete inquiry proceedings, order of appellate authority, order of disciplinary authority and other relevant documents. My predecessor vide order dated 24-8-2010 held that there is no violation of principles of natural justice while conducting the departmental inquiry and afforded the opportunity to the parties for adducing oral and documentary evidence if any, and framed the following issues:—

1. Perversity in decision making of the enquiry officer and the disciplinary authority, if any,
2. Quantum of punishment awarded to the workman, and
3. As stated earlier, any prejudice caused to the workman on account of failure

Of enquiry officer to provide the documents sought by the workman.

Both the parties choose not to lead any evidence on the issues. As no affidavit in compliance of the order mentioned above was filed and no evidence was added on the issue of perversity and decision-making and quantum of punishment. Opportunity was given but not availed by the parties hence the evidence of the parties was closed and the case was fixed for arguments. Both the parties filed written arguments and various case laws to substantiate their respective case. I have heard the parties also and gone through the written arguments of the parties.

6. Parties have not examined any witness in this Tribunal and only affidavit of the workman T. S. Bhogal placed on file along with the claim statement. First and

foremost question for determination is whether departmental enquiry was conducted in a fair and proper manner in accordance with the principle of natural justice? In this regard my learned predecessor after hearing the parties passed the order dated 24-8-2010 . It is clear from this order that the workman has conceded and admitted that he received the charge sheet and answered the charge sheet and enquiry officer was appointed for conducting the departmental enquiry on the charges leveled against him. He also admitted of having received the order of the disciplinary authority in this regard. He participated in the enquiry. He was also afforded the opportunity to represent through defence representative and also availed the opportunity of adducing evidence in the departmental enquiry. He also received the copy of the enquiry report, and show cause notice with tentative punishment. He also replied the show cause notice and he was also given the opportunity of personal hearing which he not availed due to his illness. The workman also preferred an appeal against the order of the disciplinary authority. Order dated 24-8-2010 also reveals that enquiry was conducted in a fair and proper manner following the principle of natural justice. Thereafter the Tribunal afforded the opportunity to lead evidence to the parties on perversity in decision making and quantum of punishment.

7. I have heard the parties appeared and also gone through the written arguments of the parties and also gone through the complete enquiry proceedings and record. It is submitted by the workman in written arguments that another charge sheet dated 22-5-06 was served upon the workman and in that charge sheet the workman was dismissed from service on 28-6-2008 which clearly shows that malafide intention of the management as the workman is the general secretary of the employees union. In written arguments, the workman gives explanation to the allegations contained in the charge sheet. The workman also relied on some case laws.

8. The management in written arguments submitted that enquiry was conducted in fair and proper manner in accordance with the principle of natural justice and the workman was given full opportunity to defend himself. Number of opportunities of personal hearing was given to the workman but the workman choose not to avail the opportunity of personal hearing. It is submitted by the management that the findings of the enquiry officer is based upon the oral as well documentary evidence, therefore, there is no perversity as the charges were proved during enquiry against the workman on the basis of documents. As regards quantum of punishment is concerned, the management in the written arguments submitted that as per the nature of allegations, the workman

was liable to be awarded punishment of dismissal from service as he was involved in financial irregularities and misappropriation of the public money, however the disciplinary authority has taken a lenient view and awarded the punishment of compulsory retirement. As regard non-supply of the documents by the enquiry officer is concerned, it is submitted by the management that relevant documents were duly supplied to the workman. The documents have been filed in this Tribunal. The workman failed to show that any prejudice has been caused to him for non-supply of the documents by the enquiry officer during enquiry. It is prayed that there is no case made out in favour of the workman and the reference may be returned against the workman and in favour of the management.

9. So far the documents sought by the workman is concerned, management vide its application dated 2-12-2010, in compliance of the Tribunal's orders, filed the copies of the instructions/audit report pertaining to SB account of the relevant period dated 11-9-1996 as account No.6722 was opened on 1-12-1995, copy of account opening form of SB account No. 6722 and copies of ledger sheets of SB account No. 6722 before this Tribunal. The management in this application also mentioned that as per the record there is no complaint of any customer as such no document can be produced.

10. Now the next question for determination is that whether any perversity has been caused to the workman or not? In this regard, as many as 14 charges were leveled against the workman and the enquiry officer after affording proper and fair opportunity concluded that charges No. I to 7 and 9 to 14 were fully proved and charge No.8 was partially proved. The workman in his written submissions submitted the explanation regarding allegations No. 1 to 14 but the workman while facing the departmental enquiry placed those facts before the enquiry officer but after complete examination of evidence recorded during the departmental proceedings, the enquiry officer found the charges/allegations No. 1 to 7 and 9 to 14 are fully proved and charge No.8 was partially proved. Besides this, while deciding the issue of fairness of enquiry, this Tribunal vide order dated 24-8-2010 found that the enquiry was conducted in fair and proper manner in accordance with the principle of natural justice. Workman cited case laws 2010 (1) R.S.J page 216 Dalbir Singh Vs. Presiding Officer, Labour Court, Jaspal Singh and others Vs. State of Punjab 2010(1) RSJ 223, State Bank of Patiala Vs. Presiding Officer, Central Govt. Industrial Tribunal-cum-Labour Court 2010 (I) RSJ 703. The facts and circumstances of the case laws cited on

behalf of the workman are quite different from the facts and circumstances of the case in hand.

11. The next question for determination is quantum of punishment awarded to the workman. The management placed reliance on 2010(8) JT S.C 436 General Manager, Punjab & Sind Bank Vs. Daya Singh, 2006(3) SLR 220 Chairman & MD Bharat Pet. Corpn.Ltd. and ors. Vs. T. K. Raju, 226(3) SLR 184 State Bank of India and another Vs. Bela Bagchi and others, 2005(1) SLR page 599 Damoh Panna Sagar Rural Regional Bank and Anr. Vs. Munna Lal Jain, 2011(1) SLR 301 Raj Pal Vs. Central Administrative Tribunal and others, 2010(4) SLR 108 Amrit Singh Vs. Govt. of Punjab and 2010(5) SLR 128 UP State Road Transport Corporation Vs. Suresh Chand Sharma.

12. Considering the submission of the parties, it is pertinent to quote the relevant portion of the order dated 30-7-2007 of the disciplinary authority:

"Keeping in mind the past track record of the CSE, and after considering the present case in totality, I have come to the conclusion that the acts committed by the CSE are prejudicial to the interest of the bank. He has been found to be guilty of gross misconduct; as such the strict action is warranted against CSE.

I am of the considered opinion that the penalty of compulsory retirement with superannuation benefits i.e. pension and/or provident fund and gratuity as would be due otherwise under the rules of regulations and without disqualification from future employment in terms of clause 6(c) of the gross misconduct under Memorandum of Settlement dated 10-4-2002, be imposed upon Shri Tarlochan Singh Bhogal, the CSE, so as to meet the ends of justice.

I thus impose the penalty of compulsory retirement with superannuation benefits i.e. pension and/or provident fund and gratuity as would be due otherwise under the rules or Regulations and without disqualification from future employment with immediate effect in terms of clause 6(c) of the gross misconduct under Memorandum of Settlement dated 10-4-2002, upon Shri Tarlochan Singh Bhogal, the CSE, which shall meet the ends of justice. Ordered accordingly."

13. The appellate authority also while deciding the appeal of the workman on 8-5-2008 also considered the fact of his past record and observed as under:

"I being Appellate Authority have gone through the records such as Inquiring findings, comments of the Disciplinary authority and the contentions raised by the Appellant in his appeal. I have also applied my mind to the facts and circumstances of the case and observe that the inquiry was conducted as per rules and principles of natural justice were duly followed. The order dated 30-7-2007 issued by the Disciplinary Authority is in conformity with the misconduct committed by the Appellant. I also observe that the past track of the Appellant is also not good as he was also involved in fraud case of BO Ganguwal earlier. There are no merits in the appeal. No new facts have been brought out in the appeal. The appellant even did not defend himself with regard to the allegations proved against him, I, therefore, do not find any reasons to modify the penalty imposed upon him by the Disciplinary Authority. The appeal is rejected."

14. In view of the aforesaid discussion, facts and circumstances of the case, no case is made out in favour of the workman. Thus it is held that the action of the management of Punjab & Sind Bank in awarding the punishment of compulsory retirement to Shri T. S. Bhogal vide order dated 30-7-2007 is legal and justified. The workman is not entitled to any relief. The reference is answered accordingly. Central Govt. be informed.

Chandigarh.
15-7-2013

S. P. SINGH, Presiding Officer

नई दिल्ली, 29 जुलाई, 2013

का.आ. 1800.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कमानडिंग आफिसर, आई. एन. एस. गोमन्तक, गोआ के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में गोआ सरकार औद्योगिक अधिकरण और श्रम न्यायालय, गोआ के पंचाट (संदर्भ संख्या आई टी 19/08) को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-7-2013 को प्राप्त हुआ था।

[सं. एल-14012/21/2005-आई आर (डीयू)]

सोम नाथ, अनुभाग अधिकारी

New Delhi, the 29th July, 2013

S.O. 1800.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. I.T. 19/08) of the Central Government Industrial Tribunal and Labour Court, Goa as shown in the Annexure

in the Industrial Dispute between the employers in relation to the Commanding Officer, INS Gomantak, Goa and their workman, which was received by the Central Government on 15-7-2013.

[No. L-14012/21/2005-IR (DU)]

SOM NATH, Section Officer

ANNEXURE

IN THE INDUSTRIAL TRIBUNAL AND LABOUR COURT GOVERNMENT OF GOA AT PANAJI

(BEFORE SMT. BIMBA K. THALY,
Presiding Officer)

REF. NO. IT/19/08

Shri. Milind G Dholey,
MGN No. 227,
Near Electricity Dept.,
Upper Jetty, Mormugao-Goa.

Workman/Party I

V/s

The Commanding Officer,
INS Gomantak,
Vasco da Gama, Goa

Employer/Party II

Adv. Shri P. J. Augustine for Party I/Workman

Adv. Shri N. P. Dias for Party II/Employer

AWARD

(Passed on 9th day of January, 2013)

In exercise of the powers conferred by clause (d) of sub-section (1) of Section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government by order dated 28-6-06 referred the following dispute for adjudication :—

"Whether the action of the Commanding Officer, INS Gomantak, Goa in terminating the employment of Shri Milind G. Dholey, Bus Conductor w.e.f. 19-7-2004 is legal and justified? If not, to what relief the workman is entitled for?"

The above reference was originally filed before CGIT, No. 1, Mumbai, however the same came to be transferred to this Tribunal by Government of India/Bharat Sarkar, Ministry of Labour and Employment/Shram aur Rozgar Mantralaya, New Delhi, by order dated 14-3-08, at the request of the workman, as there was no Presiding Officer in CGIT No. 1, Mumbai.

3. In the claim statement, it is in short, the case of Party I that he was employed by the Commanding Officer, INS Gomantak as a Bus Conductor of the Navy School bus w.e.f. 01-06-2001 after due test/interview and his working hours consisted of 8 hours duty from 07:00 am to 03.00 p.m. and was paid a monthly salary of Rs.1200 initially. It is stated that he had been performing his duties diligently and honestly and was issued a certificate of good conduct on 29/4/03 by the commanding officer. It is stated that his salary was increased by his superiors to Rs.1 ,500 per month from sometimes in the middle of the year 2003. That in the month of July 2004 he was told by his immediate superior that he would have to work for extra hours to which he agreed but requested for additional travelling allowance/increase in his salary however, a decision on his request was not communicated to him. That without any notice/intimation his superiors refused to employ him w.e.f. 19/7/04 and employed another person in his place as the bus conductor. He then approached the commanding officer/other officers on several occasions with a request to reinstate but all the attempts proved fruitless. Thus, he was forced to issue a legal notice to the commanding officer, INS Gomantak with a copy to the Flag Officer Commanding, Goa Naval Area calling upon them to reinstate him in his earlier job but did not receive the reply. It is stated that refusal of employment, claim for compensation and demand to reinstate are all falling within the ambit of an Industrial Dispute u/s 2(k) relating to an Industrial dispute between the employer and the employee i.e. the commanding officer, INS Gomantak, the head of the unit which employed him and the workmen. That since the refusal of employment he is left jobless and is not in a position to get an employment. It is his contention that the impugned action of the commanding officer is arbitrary, illegal and unjustified. Party I has therefore prayed to hold such action as illegal and unjustified, to direct the commanding officer to reinstate him in employment with back wages and all consequential benefits with retrospective effect and to direct the commanding officer to pay suitable compensation to him from the date of termination of employment till the actual time that he is reinstated.

4. In short it is the case of Party II that it is not an "industry" and Party I is not a "workman" as defined under the act; that there is no legal entity in the name "the commanding officer, INS Gomantak" which can sue or be sued without impleading the union of Goa and that Party I is not employed by commanding officer, INS Gomantak as sought to be claimed in the application. While denying the case set up by Party I, Party II has further stated that Party I had been selected by word of mouth sponsorship and was not employed as alleged; that the services of party I were hired on casual adhoc basis for limited period

by the Motor Transport Officer, INS Gomantak for and on behalf of the parents who had contributed for the facility of their children being picked up from and dropped back to their respective residences before and after the navy children school hours, though for pure administrative control under the direction of Party II. That the amount of Rs.1200 was collected from the parents and paid to Party I as honorarium. That according to the existing rules on recruitment, any person is selected for the Government employment only after he meets the criterion/stipulated qualifications as to age, academic qualification, medical condition etc. against personal application based on advertisement in newspaper/employment news and sponsored by respective employment exchange and this is against a post sanctioned by the President of India and that no such post as "bus conductor" exists in any pools sanctioned by Government of India for INS Gomantak. It is stated that the certificate of good conduct dated 29-4-03 was issued to Party I in good faith to facilitate him in applying elsewhere for a civil job and that it was neither signed by Party II nor Party II is aware of any such certificate being issued for whatsoever purpose to Party I. It is stated that increase in honorarium from Rs.1200 to Rs.1500 per month was due to request from Party I on account of increase in costs of living. Party II has denied that somewhere in the month of July 2004 Party I was asked for extra hours work. It is stated that since Party I was not employed by Party II, the question of alleged refusal of employment w.e.f. 19-7-04, does not arise. According to Party II, Party I left the services on his own accord. Party II has also denied that the present application falls within the ambit of an Industrial Dispute u/s 2(k) of the Act. Thus, according to Party II, Party I is not entitled to any of the reliefs either as claimed or otherwise and has prayed to dismiss the application with exemplary costs.

5. On the basis of above averments of the respective parties issues at Exb.7 were framed on 2-7-09.

6. In the course of evidence Party I Shri Milind Dholey examined himself as witness no. 1 and Mr. Lau Naik was examined as witness no. 2. On the other hand Captain Prashant Singh, Commanding Officer, INS Gomantak was examined as witness no. 1 for party II and the case of party II was then closed.

7. Both the learned advocates appearing for the respective parties advanced arguments and they also filed written submissions.

8. I have gone through the records of the case and have duly considered the submissions of both the learned advocates. I am reproducing herewith the issues along-with the finding and reasons thereof.

Sr. No.	Issues	Findings
1.	Whether the Party I proves that the Party II had employed him as a conductor on Navy bus w.e.f. 1-6-2001 on monthly salary of Rs.1200?	In the negative
2.	Whether the Party I proves that the Party II refused employment to him w.e.f. 19-7-2004?	In the negative
3.	Whether the Party II proves that it is not an industry within the meaning of Section 20(j) of the Industrial Disputes Act?	In the negative
4.	Whether the Party II proves that the services of Party I were hired on casual, adhoc basis for limited period by Motor Transport Officer, INS Gomantak on behalf of the parents, on payment of honorarium collected by the parents?	In the negative
5.	Whether the Party II proves that the Party I had left the employment on his own accord?	In the positive
6.	What relief? What order?	As per Award below.

REASONS

9. Issue no. 1 and Issue No. 4 : Both these issues are answered together for the sake of convenience, as they are interconnected and answering them together would avoid repetition of facts.

10. Party I has stated that he was employed by the commanding officer, INS Gomantak as a bus conductor of the navy school bus w.e.f. 1-6-2001 after due tests/interview and his working hours as per the directives given at the time of employment consisted of eight hours duty from 07.00 a.m. to 03.00 p.m. and he was paid a monthly salary of Rs. 1200 initially. In his cross examination Party I has stated that he was not given any call letter; that he was not issued any appointment letter so also that he had not made any letter or representation to the Party II, for showing the different heads under which his salary was computed to Rs.1200. He has also stated that he was not sent for medical tests before his appointment, as a conductor. It is also brought on record in the cross examination of Party I

that he did not ask Party II the rules of employment or the terms and conditions of the employment.

11. Shri Lau Naik has though in his affidavit in evidence has stated that the workman was in continuous employment of party II from 2001 to mid 2004 and was initially paid monthly salary of Rs.1200, in his cross examination and more particularly when questioned whether he knew that Party I was appointed by Party II, this witness has made it clear that somebody brought him and kept him as conductor on the bus. He has also stated that Party I was getting only Rs.1200 since he was privately appointed. He has also expressed, ignorance over the question that the amount paid to Party I was from the collection from all the parents of the children and paid through someone. As regards his salary, this witness has stated that recently he has been receiving the same through the bank but earlier he used to get it from the cashier in the office. He has also made it clear that Party I was not getting the salary the way he used to get, from Party II. . He has also expressed ignorance when asked whether all the parents of children had kept Party I to help their children while going to and coming back from school.

12. Captain Prashant Singh for Party II has stated in his affidavit in evidence that Party I was not employed by the Party II and that he was selected by word of mouth sponsorship so also his services were hired on casual adhoc basis for limited period by the Motor Transport Officer, INS Gomantak for and behalf of the parents who had contributed for the facility of their children being picked up from and dropped back to their respective residences before and after the Navy Children School, though for pure administrative control under the direction of the Commanding Officer, INS Gomantak. He has also stated that amount of Rs.1200 collected from the parents was paid to party I as honorarium. He has made it clear that according to the existing Rules on Recruitment, any person is selected for the Government Employment only after he meets the criterion/stipulated qualifications, as to age, academic qualification, medical condition etc. against personal application based on advertisement in Newspaper/Employment News and sponsored by respective Employment Exchange. He has stated that there is no such post as "Bus Conductor" existing in any pools sanctioned by Government of India for INS Gomantak. He has stated that for selection for any post in Government of India an appropriate written examination or interview is conducted followed by medical examination which results ultimately in issuance of formal appointment letter.

13. In the cross examination of Capt. Prashant Singh an attempt has been made to indicate that he is not aware of the contents of his affidavit in evidence, however

perusal of his deposition makes it clear that he had gone through his affidavit prior to signing it before the notary and that he is aware of the entire contents of his affidavit. Thus, Party I cannot be heard to say that this witness is unaware of the contents of his affidavit. It is pertinent to note that the statement made by this witness indicating the manner in which the selection for any post in Government of India, is made, is otherwise not disputed by Party I while cross-examining this witness. Even otherwise, Party I himself has admitted that he was not issued any appointment letter, that he was not sent for medical test so also that he was not aware of the rules as well as the terms and conditions of his employment. That apart, it is further clear from the cross examination of Shri.Lau Naik that Party I was brought by somebody and was kept as Conductor on bus which means that Party I was not appointed by following the proper procedure required for appointment of government servants. The evidence of Shri.Lau Naik further goes to indicate that the manner of receipt of salary by him and Party I was also different.

14. Thus, from the nature of above evidence, it becomes clear that the so called appointment of Party I as Bus Conductor was not made after following the proper procedure as is required for selection for any post in Government of India, apart from the undisputed fact that no post as "Bus Conductor" is existing in any pools sanctioned by Government of India for INS Gomantak.

15. In the above context, Ld. Adv. for Party II rightly relied on the judgment in the case of Secretary, State of Karnataka v/s. Umadevi (3) (2006) 4 SCC 1 in which it is held that merely because a temporary employee or a casual worker is continued for a time beyond the term of his appointment, he would not be entitled to be absorbed in regular service or made permanent on the strength of such continuance, if the original appointment was not made by following a due process of selection as envisaged by the relevant rules. It is further observed in this judgment that rules of recruitment cannot be relaxed and the Tribunal cannot direct regularization of temporary employees dehors the rules and that the regularization can be done only in accordance with the rules so also that the court cannot create a post where none exists.

16. Be that as it may, Party I has produced 11 receipts/payment vouchers at Exb.13 colly and these vouchers mention about the amount received by Party I and one Shri Sandeep Sharma towards monthly honorarium. The very fact that Exb.13 colly speak about the payment of "monthly honorarium" and not the salary/wages to Party I, makes it clear that the employment of Party I was not regular. In the cross examination of Captain Prashant Singh, Party I has sought to bring out a case that Exb.13 colly are countersigned by Shri.S.R. Doke as

Lieutenant Motor Transport officer, for commanding officer who would be commanding officer of INS Gomantak. It is also sought to be brought on record in the cross examination of Capt.Prashant Singh that Exb.13 colly are signed "for Commanding Officer" because the money which is collected from the parents is put in the Ships Welfare Fund which is audited every quarter and that no remarks or objection were raised by Board of Officers who audited this fund because the amount paid to Party I was legitimate and duly authorized payment. It is pertinent to note that the above case brought on record in the cross examination of Capt. Prashant Singh has not been pleaded in the claim statement. Being so, such case projected by Party I in his affidavit in evidence and in the cross examination of Capt. Prashant Singh loses its significance. This is more so because, it is even otherwise the case of Party II in the written statement that the services of Party I were hired on casual adhoc basis by Motor Transport Officer, INS Gomantak on behalf of parents who had contributed for the facility of their children being picked up and dropped back to their respective residences, though for pure administrative control under the direction of the Party II. It is therefore clear from the above defence of Party II that there was administrative control of Party II over the so called arrangement made as above, for picking up and dropping the children. Thus, Exb.13 colly signed by Shri.S.R. Doke, Lieutenant Commander, Motor Transport Officer for Commanding Officer cannot be read to mean that the amount paid to Party I was legitimate and duly authorized payment.

17. It may be mentioned here that Shri.Lau Naik has stated in his affidavit in evidence that when Party I was informed not to come for work, his identity card / pass was withdrawn. It is worthwhile noting that no such statement has been made by Party I in his claim statement or in the affidavit in evidence and therefore such statement made by Shri Lau Naik deserve no consideration. Nevertheless, it is suggested to Capt. Prashant Singh that Party I was issued a security pass, cleared periodically and hence he was entering INS Gomantak and this witness has further made it clear that without security pass or identity card, Party I could not have entered INS Gomantak and that without security pass, no identity card would be issued. It is pertinent to note that since Party I has no where stated in his evidence that he was issued a security pass / identity card, the question of bringing on record such facts through the cross examination of Capt. Prashant Singh, does not arise. Even for that matter, the mere fact that Party I was issued a security pass / identity card do not lead me to draw inference that the same was issued to him as he was the employee of Party II and this is because Capt. Prashant Singh has clearly stated that Party I could not have entered INS Gomantak without security pass/

identity card and as it is the case of Party II that Party I was appointed on adhoc basis for a limited period upon payment of monthly honorarium, there is every reason for me to hold that, such security pass/identity card was issued to Party I to enable him to carry out his duties, as above.

18. At any rate, as in the instant case there is nothing on record to indicate that appointment of Party I as "Bus Conductor" was made after following the proper procedure as required for selection for any post in Government of India, in the light of observations in the judgment in the case of Umadevi (*supra*), the Party I herein cannot claim that he was employed as a Bus Conductor by Party II on Navy Bus with effect from 1-6-2001 on monthly salary of Rs. 1200.

19. The case of Party II that the services of Party I were hired on casual adhoc basis for limited period by the Motor Transport Officer, INS Gomantak for and on behalf of parents who had contributed for the facility of their children being picked up from and dropped back to their respective residences before and after the navy children school hours under pure administrative control and direction of Party II has been reiterated by Capt. Prashant Singh in his affidavit in evidence but Party II has not examined any of those parents who had contributed money towards hiring of services of Party I for such purpose. Even for that matter, as pointed out above, in his cross-examination Shri Lau Naik, has to the question, whether he knew that Party I was appointed by Party II has answered that somebody had brought him and kept him as conductor. Further, even Capt. Prashant Singh has stated in his cross-examination that he is not aware if there was a meeting between the parents of the children, Motor Transport Officer and Commanding Officer for hiring the services of Party I on adhoc basis for limited period. He is also not aware if the parents of the school children were not consulted during the increase of honorarium from Rs.1200 to Rs.1500 pm. He is also not aware as to what amount was contributed by the parents of children initially and even at present but according to him presently it must be around Rs. 400 per year. He is also not aware as to approximately how many children travel in the said bus. Thus, from the nature of above evidence it becomes clear that Party II has failed to prove that the services of Party I were hired for limited period on behalf of parents. As regards the contention of Party II that payment towards such services of party I was as honorarium collected from the parents, it is noted that vide Exb.13 colly Party I has received said monthly honorarium but there is nothing in it to indicate that it was collected from the parents of the children.

20. It is also the case of Party I that he was issued a character certificate signed by Motor Transport Section

for Commanding Officer and in this context, the defence of Party II in their written statement is that the said certificate dated 29-4-03, for good conduct was issued to Party I in good faith so as to facilitate him in applying elsewhere for a civil job and that it was neither signed by Party II nor Party II was aware of such certificate being issued for whatsoever purpose to Party I. Party I has produced the above character certificate dated 29-4-03 at Exb.9. In his cross examination Party I has stated that he did not have any specific reason for obtaining the said certificate and he had not told the officer that he required the same for the purpose of employment. Capt. Prashant Singh has stated that the said certificate was issued to Party I in good faith to facilitate him to apply elsewhere for a civil job and it in no manner can be construed to admit any claim of Party I. In his cross examination Capt. Prashant Singh has stated that as seen from the said certificate at Exb.9, it is issued on behalf of the Commanding Officer.

21. Perusal of Exb.9 reveals that it is mentioned therein that Party I has been performing duties as naval school bus conductor on casual adhoc basis and that his conduct has been superior and character very good. Thus, from the above contents of Exb.9 it cannot be inferred that this certificate in any way helps Party I to establish his claim and merely because it has been signed by Shri S.R. Doke for Commanding Officer would not lead me to draw inference that it is issued by the Commanding Officer and this is because as discussed supra, the same has to be construed as issued merely for administrative purposes.

22. Thus, it is clear that Party II has failed to prove issue no. 4. Nevertheless, since Party I has failed to prove issue no. 1 , failure of Party II to prove issue no. 4 is of no consequence.

23. Having come to the above findings it therefore becomes clear that the terms of reference forwarded to this court, do not survive since Party I is failed to prove the employer employee relationship between him and Party II and consequently that, that Party. II has terminated his employment. Hence my findings.

24. Issue No. 2 and 5: Both these issues are answered together for the sake of convenience being interconnected.

25. In the claim statement it is the case of Party I that somewhere in the month of July, 2004 his immediate superior directed that he would have to work for extra hours every day i.e. from 07:00 am to 05:00 pm to which he readily agreed but requested for additional traveling allowance/increase in his salary. It is also the case of party I that a decision on his request was not communicated to him and without any notice/intimation and without any fault on his

part, his superiors refused to employ him w.e.f. 19-7-2004 and employed another person in his place as the Bus Conductor.

26. In reply to the above pleadings in the claim statement, Party II has denied that any request of whatsoever nature was ever communicated/made either to Party II or to the immediate superior of Party I. It is stated that Party I was not employed by Party II and hence the question of alleged refusal of employment w.e.f. 19-7-04 does not arise. It is also the defence of Party II that Party I left the services on his own accord.

27. Party I has reiterated the plea taken in the claim statement, on the above subject, in his affidavit in evidence. However, in his cross-examination has stated that he was not given any written instructions for doing additional work. He has also denied the suggestion that the Commanding Officer did not instruct him for extra hours of work.

28. Shri Lau Naik has also stated in his affidavit in evidence that the superior officer of Party I had directed Party I to work for extra hours every day i.e. from 07.00 am to 05.00 pm to which he had agreed but requested for additional traveling allowance / increase in salary, which was not increased and he was informed not to come for work. In his cross examination this witness has stated that he was told by Party I that he was informed not to attend the work.

29. Capt. Prashant Singh has stated that Party I was never asked to work for extra hours from 07.00 am to 05.00 pm somewhere in July 2004 and that he never requested for additional traveling allowance / increase in his salary. He has also stated that Party I was never employed by the Commanding Officer and therefore the question of alleged refusal of employment w.e.f. 19-7-04, does not arise. In his cross-examination this witness has denied the suggestion that Party I asked for additional allowance because he was made to work for extra hours. According to this witness Party I had asked for additional allowance though he was not asked to work for extra hours and hence his request was refused. He has further denied the suggestion that because Party I demanded extra allowance which was refused by the Commanding Officer or Motor Transport Officer, the security pass of Party I was removed and because of removal of security pass Party I was removed from the employment from 19-7-04.

30. From the nature of above evidence, it can be safely gathered that it is the precise case of Party I that he was refused employment because he asked for additional allowance on account of extra hours of work. It is therefore the burden on Party I to prove that he was told by his superiors to work for extra hours i.e. from 07.00 am to 05.00

pm to which he agreed but requested for additional traveling allowance / increase in salary on account of this he was refused employment from 19-7-04.

31. Party I has not adduced any evidence to indicate that he was requested to work for extra hours and even the statement made to the above effect by Shri. Lau Naik is not from his personal knowledge but as told by Party I. That apart, the statement of Capt. Prashant Singh that Party I was never asked to work for extra hours is not specifically denied despite Capt. Prashant Singh making the statement in his cross examination that Party I had asked for additional allowance but he was not asked to work for extra hours. It may be mentioned here that the Party I has not disclosed the name of his so called immediate superior who had told him that he would have to work for extra hours and even for that matter has made it clear in his cross examination that no written instructions were given to him for doing the additional work.

32. Having failed to prove his above stand, the further case projected by Party I that on account of such direction he asked for additional allowance/increase in salary and due to this reason he was refused employment from 19-7-04, fails. Even otherwise, while answering issue no. 1. I have held that Party I was not employed by Party II on the Navy bus and therefore the question of Party II refusing employment to Party I w.e.f. 19-7-04, does not arise and consequently it follows that Party I left the employment on his own accord. Hence my findings.

33. Issue No. 3: No any evidence has been led by Party II to prove that it is not an industry and hence this issue stands answered in the negative.

34. In the result and in view of discussion supra, I pass the following:

ORDER

1. In view of findings on issue no. 1 and issue no. 4, the reference does not survive.

2. Party I Shri Milind Dholey is therefore not entitled to any relief.

3. No order as to costs.

Inform the Government accordingly.

Place : Panaji.

Dated : 9-1-2013

B. K. THALY, Presiding Officer

नई दिल्ली, 30 जुलाई, 2013

का.आ. 1801.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डाइरेक्टर, माइक्रोवेव (मेन्टीनेन्स) ई.टी.आर. एण्ड अदर्स के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय भुवनेश्वर के पंचाट (संदर्भ संख्या 272/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-7-2013 को प्राप्त हुआ था।

[सं. एल-40012/10/1999-आईआर(डीयू)]

सोम नाथ, अनुभाग अधिकारी

New Delhi, the 30th July, 2013

S.O. 1801.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 272/2001) of the Central Government Industrial Tribunal-cum-Labour Court Bhubaneswar now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of the Director, Microwave (Maintenance) ETR and Others and their workman, which was received by the Central Government on 15-7-2013.

[No. L-40012/10/1999-IR (DU)]

SOM NATH, Section Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BHUBANESWAR

Present:

Shri J. SRIVASTAVA,
Presiding Officer, C.G.I.T.-cum-Labour
Court, Bhubaneswar.

Tr. INDUSTRIAL DISPUTE CASE No. 272/2001

Date of Passing Award - 22nd February, 2013

Between:

1. The Director, Microwave (Maintenance),
ETR, Microwave Campus, Unit -III,
Bhubaneswar (Orissa) 751012.
2. Director, Microwave (Projects),
ETR, Plot No. 82, Sahid Nagar,
Bhubaneswar (Orissa) 751 007,
...1st Party-Managements.

(And)

Their workman Shri Prasanna Kumar Patnayak,
C/o. Lalit Kumar Nayak, President, Orissa

Telecom Microwave Mazdoor Sangha,
At. Ruguripara, Po./Dist. Bolangir,
Orissa - 767001. . .2nd Party-Workman.

Appearances:

M/s. J. K. Nayak :	For the 1st Party Advocate.
M/s. S. Mishra :	For the 2nd Advocate. Party-Workman.

AWARD

The Government of India in the Ministry of Labour in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act has referred an industrial dispute existing between the employers in relation to the management of the Director, Microwave (Maintenance), Telecom Director Microwave (Projects) and their workman vide Letter No. L-40012/10/99/IR(DU) dated 19/21-07-1999 in respect of the following matter :

Whether the action of the management of Project Division/Maintenance Division, Deptt. of Telecommunications by terminating the services of Shri Prasanna Kumar Patnayak is legal & justified? If not, to what relief the workman is entitled?

2. The 2nd Party-workman in pursuance of the letter of reference has filed his statement of claim stating that the Government of India in the Ministry of Communication through its Department of Telecommunications runs Microwave system of Telecommunication in the whole country. For convenience of administration, the entire industry is divided into Projects and Maintenance which form an integral and inseparable activity of the Government Department which ultimately operates in circle. In both the works of project or maintenance departmental workers are engaged on daily rate of wages until they or any of them get absorbed in the regular rolls of the Management. The Project work and so also the Maintenance work are not confined to specific areas or locations, but reveal a continuity of the locations of activities geographically. The workers engaged in the Project or in the Maintenance work get shifted from place to place as per work requirement even orally or through telephonic message These daily rated workers are exploited in payment of wages, denial of overtime wages, weekly holidays, annual leave etc.

3. The 2nd Party-workman was engaged initially on 1-4-1989 and was placed under the Microwave (Projects) at different stations and finally at Aska Station under the Bhubaneswar, Division till 31.5.1997. On completion of project work there he was assigned duties in the

Maintenance work at the same station where he continued till 29-12-1997. Thereafter he was refused employment and was forced to vacate the said station with the help of police. He like other workers was not paid his earned wages for which he moved various authorities including the Assistant Labour Commissioner (Central), Bhubaneswar with the help of his trade union. After several approaches to the Management as also to the Government authorities he along with other nine workers were paid their earned wages with effect from 1-6-1997 till the date of refusal of employment, but they were denied employment between 24-12-1997 to 29-12-1997 further i.e. from their respective dates of refusal of employment. The 2nd Party-workman had put in about nine years of continuous service under the 1st Party-Management, but he was neither paid any retrenchment compensation or other benefits under law nor any consideration was made for his length of service and inter-se seniority amongst workers of the same category. The said refusal was manifestly illegal, arbitrary and unjustified and cannot be sustained in law. Junior workers to him in the same category were continued in employment. Conciliation proceedings before the Assistant Labour Commissioner (Central), Bhubaneswar were taken up through the Trade Union in respect of all the ten similarly situated workmen collectively which ultimately failed and the present reference was made by the Government on consideration of failure report submitted by the Assistant Labour Commissioner (Central), Bhubaneswar. The action of the 1st Party-Management in terminating the services of the workmen is violative of Sections 25-N, 25-G and 25-H of the Industrial Disputes Act. The Project work and also the Maintenance work of the projects being a continuous activity of the 1st Party-Management, there could be no justification to terminate the service of the workmen. The 1st Party-Management has also not taken into consideration the award passed in Tr. I.D. Case No. 268/2001 in which 158 workmen with similar history of employment under the 1st Party-Management were given temporary status and are still continuing in employment. This disparity in treatment with an attitude of inhumanity and cruelty is highly condemnable and therefore the workmen are entitled to the relief of reinstatement with all service benefits.

4. The 1st Party-Management No.1 in its written statement has averred that the reference is not maintainable against the 1st Party-Management No.1 as the 2nd Party-workman is not the employee of the 1st Party-Management No.1. He was never engaged in the Microwave Maintenance Division by the Director and other officers of the Maintenance Division. So the question of termination of service by the Management of Microwave Maintenance Division does not arise at all. The Microwave Project and Maintenance are two separate and independent wings of the Telecom Department being controlled by two different

Chief General Managers. These two units have got no recruiting power. They get their working staff on deputation basis from their respective territorial Telecom Circle/District. However sometimes some works are carried out by them through contractors or through casual workers on contract basis. The 1st Party-Management No.1 has never taken the 2nd Party-workman from the 1st Party-Management No. 2 i.e. the Director Microwave Projects Division as there is no such rule or provision in the Department to make over or take over any working force from the Project to Maintenance or vice versa. The Project work through-out Orissa is done through different project divisions and after completion of the project work the systems are handed over to the Maintenance Division, The casual labourers engaged in one Project Division cannot be engaged in another Maintenance Division simultaneously and they are never taken by the Maintenance Division after closure of the project work. Infact the Maintenance work of different stations are generally managed by the respective JTOs/SDEs/DEs by existing regular staffs. Further no casual labour is engaged against any R.M./Group-D vacancies. Since 1997 the department is carrying out the departmental work through registered contractors whenever necessary as per the DoT order/instruction. The said order emphasizes that due to ban order any kind of casual engagement should not be made and departmental works should be done through contractors. The averments of the 2nd Party-workman regarding engagement and payment of wages by the Maintenance division is a blatant lie. The other averments are also denied. It is well settled by the Hon'ble Supreme Court that a Project worker has no right to continue after closure of the Project. Similar is the situation in the present case. The 158 workmen in Tr. I.D. Case No. 268/2001 are not continuing under the Management of the Director, Microwave Maintenance Division. They are being deployed by the contractor, M/s. Oriental Security Service in different stations as per contract with the 1st Party-Management No.1 and are paid by the Oriental Security Services. There is no employer and employee relationship between the 1st Party-Management No. 1 and the 2nd Party-workman and also with 158 workmen of the said I.D. Case.

5. The 1st Party-Management No.2 has stated his written statement that Microwave Project is an organization, of Telecom Deptt. (now Bharat Sanchar Nigam Limited) and is being managed by the Chief General Manager, Telecom Project, Calcutta. To run the Telecom Project all the employees are pulled up from the existing strength of regular employees of the Department of Telecom. The Director, Microwave Project, Bhubaneswar has no power to recruit the employees of any cadre. Therefore the question of appointment or reinstatement of the 2nd Party-workman by the 1st Party-Management No. 2

does not arise. It has further been stated that during the continuance of the Project work some casual workers are used to be engaged by the site in-charge on as and when required basis for miscellaneous work since the work of the project is not of perennial nature. After closure of the Project work the Maintenance Divisional used to maintain the systems and stations by taking staff from Telecom Circle on deputation. The 1st Party-Management No.2 never takes any casual worker from the Project except on few occasions a short period. After closure of the Project no work is available for the casual workers. Therefore their engagement used to go along with the closure of the Project. The casual workers engaged in one Project Division cannot be engaged in the Maintenance Division. Further no casual labour is engaged against any R.M./Group-D vacancies. The DoT has banned the engagement of casual labourer since 30.3.1985 and till now it is continuing. The 2nd Party-workman was paid his wages till 31.5.1997 when the Project at Aska was completed and handed over to the Maintenance Wing. Since no work was available after 31-5-1997 the 2nd Party-workman was not provided with any work. But when the 2nd Party-workman created disturbances at the site with the staff of the Maintenance Division and did not vacate the premises he was forced to vacate the premises with the help of the police. However on the intervention of the Assistant Labour Commissioner (Central) the Project Division had paid wages to the workman till 29-12-1997, though he was not engaged at the site from 1-6-1997 to 29-12-1997. All the alleged workmen of the Tr. I.D. Case No. 272/01 to 281/01 were engaged in Project Division at Aska, Purushotampur, Baliapada and Digapahandi. The Project work at these places has also been completed and the stations have been handedover to the Director, (Maintenance) ETR, Bhubaneswar in the year 1996/1997. Hence the question of continuance of casual labourers of the Project in Maintenance Division does not arise. Neither there is any requirement of casual labourers nor any vacancy exists in the Maintenance Division. In view of the above the relief sought for by the claimant is devoid of merit and liable to be rejected.

6. The 2nd Party-workman has submitted para-wise reply to the averments of the 1st Party-Management No.1 and 2 made in their written statement by filing rejoinder and denied their allegations.

7. On the pleadings of the parties following issues were framed by my learned predecessor.

ISSUES

1. Whether the action of the 1st Party-Management by terminating the services of Shri Prasanna Kumar Pattnaik is legal and justified?
2. To what relief the 2nd Party-workman is entitled?

8. The 1st Party-Management has examined only one witness namely, Shri Nabaghana Panda as M.W.-1 and relied on eight documents marked as Ext.-A to H, while the 2nd Party-workman has examined two witnesses, namely, Shri Prakash Chand Patel as W.W.-1 and Shri Prasanna Kumar Pattnaik, the workman himself as W.W.-2 and relied on several documents marked as Ext.-1 to 31.

FINDINGS

ISSUE NO.1

9. From the facts brought-out in the pleadings and evidence led by the parties it is undisputedly revealed that the 2nd Party-workman was engaged as casual labourer under the 1st Party-Management No.2 on 1-4-1989 and worked at different stations and lastly at Aska Station under the Bhubaneswar Division till 31.5.1997. During this period he worked throughout under the 1st Party-Management No.2 and was never entrusted with any work under the 1st Party-Management No. 1 i.e. Director, Microwave (Maintenance) Division. The 2nd party workman has alleged that on completion of the Project work at Aska station he was assigned duties in the Maintenance work at the same station where he continued till 29-12-1997. Thereafter he was refused employment and steps were taken to get vacated the said station with the help of the police. The 1st Party-Management No.1 and 2 have denied the assignment of any duties to the 2nd Party-workman in the Maintenance Division. There is no written order or documentary proof that the 2nd Party-workman was assigned the duties in the Maintenance work at the Aska Station after 31-5-1997, but it is an admitted fact that the 2nd Party-workman remained located at Aska station till 29-12-1997 and on the intervention of the Assistant Labour Commissioner (Central), Bhubaneswar the 2nd Party-workman and nine other similarly situated workmen were paid wages from 1-6-1997 to 29-12-1997 or till the date they remained stationed at their respective stations by the 1st Party-Management No.2. Ext.-5 filed by the 2nd Party-workman shows that the matter of 2nd Party-workman and similarly situated nine other workmen for taking them into the Maintenance Division was pursued at Head Office level by Deputy General Manager (Administration) Telecom, but these workmen were not taken by the Maintenance Division and their requests were turned down as is revealed from Ext.-6. Thus they were finally refused employment. Therefore it cannot be accepted that the 2nd Party-workman and similarly situated nine other workmen were engaged or deputed in the Maintenance work and therefore they cannot claim any right for employment in Maintenance Division But apart from that the 2nd Party-workman and the other similarly situated nine workmen, who are also said to have rendered continuous service of 240 days or more have got a vested right to continue in the job unless retrenched after following the provisions of Section 25-F of the Industrial

Disputes Act, which says that "no workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until - the workman has given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of notice and the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay for every completed year of continuous service or any part thereof in excess of six months." Admittedly the 1st Party-Management has not complied with the provisions of section 25-F of the Industrial Disputes Act. Therefore the retrenchment of the 2nd party-Workman who has rendered nearly nine years of continuous service is illegal being in breach of aforesaid provision of law. Ext.- 30/1 shows that the 2nd Party-workman whose name is entered at Sl. No. 15 of the list had rendered 290 days work during January, 1996 to December, 1997 the month-wise break up of which has not been given. The 2nd party- workman has specifically stated in his re-examination on 1-8-2006 that Ext.-30/1 indicates that he had worked for 290 days in the preceding 12 months of his termination. There is no specific denial from the side of the Management either in the pleadings or in any documents filed by it. Therefore it cannot be said that the 1st Party-Management has acted illegally in terminating the services of the 2nd Party-workman. In view of the above the action of the 1st Party-Management in terminating the services of Shri Prasanna Kumar Pattnaik, the 2nd Party-workman cannot be held to be legal and justified. Issue No.1 is decided against the 1st Party-Management.

ISSUE No. 2

10. The 2nd Party-workman has claimed reinstatement in service with all service benefits, but since a period of more than 15 years has passed and the work at the Project at Aska has been completed long back where he was engaged, he cannot be given the relief of reinstatement. However an appropriate compensation can be awarded to him for his arbitrary and illegal retrenchment by the 1st Party Management without complying the provisions of Section 25-F and 25-G of the Industrial Disputes Act, besides the benefits accrued to him under Section 25-F of the aforesaid Act. Therefore it is ordered that the 1st Party-Management No. 2 shall pay rupees one lakh as compensation to the 2nd Party-workman in lieu of reinstatement in service and also wages of one month for notice period and retrenchment compensation equivalent to 15 days average pay for every completed year of continuous service or any part thereof in excess of six months within a period of three months from the date of publication of award. He shall also be offered re-employment by the 1st Party-Management No.2 in case any casual worker is employed by it in future in accordance with the

provisions of the Section 25-H of the Industrial Disputes Act, 1947.

11. The reference is answered accordingly.

J. SRIVASTAVA, Presiding Officer

नई दिल्ली, 30 जुलाई, 2013

का.आ. 1802.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डाइरेक्टर, माइक्रोवेव (मेन्टीनेन्स) ई.टी.आर. एण्ड अर्दस के प्रबंधतत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक अधिकरण/श्रम न्यायालय, भुवनेश्वर के पंचाट (संदर्भ संख्या 273/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-7-2013 को प्राप्त हुआ था।

[सं. एल-40012/08/1999-आईआर(डीयू)]

सोम नाथ, अनुभाग अधिकारी

New Delhi, the 30th July, 2013

S.O. 1802.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 273/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar as now shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of the Director, Microwave (Maintenance) ETR and Others and their workman, which was received by the Central Government on 15-7-2013.

[No. L-40012/08/1999-IR (DU)]

SOM NATH, Section Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BHUBANESWAR

Present:

Shri J. SRIVASTAVA,
Presiding Officer, C.G.I.T.-cum-Labour
Court, Bhubaneswar.

Tr. INDUSTRIAL DISPUTE CASE No. 273/2001

Date of Passing Award - 14th March, 2013

Between:

1. The Director, Microwave (Maintenance),
ETR, Microwave Campus, Unit -III,
Bhubaneswar (Orissa) 751012.

2. Director, Microwave (Projects),
ETR, Plot No. 82, Sahid Nagar,
Bhubaneswar (Orissa) 751 007,

...1st Party-Managements

And

Their workman Shri Laxmi Kanta Pradhan,
C/o. Lalit Kumar Nayak, President, Orissa
Telecom Microwave Mazdoor Sangha,
At. Ruguripara, Po./Dist. Bolangir,
Orissa -767001. . .2nd Party-Workman

Appearances:

M/s. J. K. Nayak :	For the 1st Party Advocate.
M/s. S. Mishra :	For the 2nd Advocate.
	Party-Workman.

AWARD

The Government of India in the Ministry of Labour in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act has referred an industrial dispute existing between the employers in relation to the management of the Director, Microwave (Maintenance)/Director Microwave (Projects), Telecom and their workman vide Letter No. L 40012/8/99/IR(DU) dated 19/21-07-1999 in respect of the following matter:

Whether the action of the management of Project Division/Maintenance Division, Deptt. of Telecommunications by terminating the services of Shri Laxmi Kanta Pradhan is legal and justified? If not, to what relief the workman is entitled?

2. The 2nd Party-workman in pursuance of the letter of reference has filed his statement of claim stating that the Government of India in the Ministry of Communication through its Department of Telecommunications runs Microwave system of telecommunication in the whole country. For convenience of administration, the entire industry is divided into Projects and Maintenance which form an integral and inseparable activity of the Government Department which ultimately operates in circle. In both the works of project or maintenance departmental workers are engaged on daily rate of wage until they or any of them get absorbed in the regular rolls of the Management. The Project work and so also the Maintenance work are not confined to specific areas or locations, but reveal a continuity the locations of activities geographically. The workers engaged in the Project or in the Maintenance work get shifted from place to place as per work requirement even orally or through telephonic message These daily rated workers are exploited in payment of wages, denial of over time wages, weekly holidays, annual leave etc.

3. The 2nd Party-workman was engaged initially on 1-8-1990 and was placed under the Microwave (Projects) at different stations and finally at Purushotompur Station

under the Bhubaneswar Division till 31-5-1997. On completion of project work there he was assigned duties in the Maintenance work at the same station where he continued till 29-12-1997. Thereafter he was refused employment and was forced to vacate the said station with the help of police. He like other workers was not paid his earned wages for which he moved various authorities including the Assistant Labour Commissioner (Central), Bhubaneswar with the help of his trade union. After several approaches to the Management as also to the Government authorities he along with other nine workers were paid their earned wages with effect from 1-6-1997 till the date of refusal of employment, but they were denied further employment between 24-12-1997 to 29-12-1997 i.e. from their respective dates of refusal of employment. The 2nd Party-workman had put in about nine years of continuous service under the 1st Party-Management, but he was neither paid any retrenchment compensation or other benefits under law nor any consideration was made for his length of service and inter-se seniority amongst workers of the same category. The said refusal was manifestly illegal, arbitrary and unjustified and cannot be sustained in law. Junior workers to him in the same category were continued in employment. Conciliation proceedings before the Assistant Labour Commissioner (Central), Bhubaneswar were taken up through the Trade Union in respect of all the ten similarly situated workmen collectively which ultimately failed and the present reference was made by the Government on consideration of failure report submitted by the Assistant Labour Commissioner (Central), Bhubaneswar. The action of the 1st Party-Management in terminating the services of the workmen is violative of Section 25-N, 25-G and 25-H of the Industrial Disputes Act. The Project work and also the Maintenance work of the projects being a continuous activity of the 1st Party-Management, there could be no justification to terminate the service of the workmen. The 1st Party-Management has also not taken into consideration the award passed in Tr. I.D. Case No. 268/2001 in which 158 workmen with similar history of employment under the 1st Party-Management were given temporary status and are still continuing in employment. This disparity in treatment with an attitude of inhumanity and cruelty is highly condemnable and therefore the workmen are entitled to the relief of reinstatement with all service benefits.

4. The 1st Party-Management No.1 in its written statement has averred that the reference is not maintainable against the 1st Party- Management No.1 as the 2nd Party-workman is not the employee of the 1st Party-Management No.1. He was never engaged in the Microwave Maintenance Division by the Director. and other officers of the Maintenance Division. So the question of termination of service by the Management of Microwave Maintenance Division does not arise at all.

The Microwave Project and Maintenance are two separate and independent wings of the Telecom Department being controlled by two different Chief General Managers. These two units have got no recruiting power. They get their working staff on deputation basis from their respective territorial Telecom Circle/District. However sometimes some works are carried out by them through contractors or through casual workers on contract basis. The 1st Party-Management No.1 has never taken the 2nd Party-workman from the 1st Party-Management No.2 i.e. the Director Microwave Projects Division as there is no such rule or provision in the Department to make over or take over any working force from the Project to Maintenance or vice versa. The Project work through-out Orissa is done through different project divisions and after completion of the project work the systems are handed over to the Maintenance Division. The casual labourers engaged in one Project Division cannot be engaged in another Maintenance Division simultaneously and they are never taken by the Maintenance Division after closure of the project work. Infact the Maintenance work of different stations are generally managed by the respective JTOs/SDEs/DEs by existing regular. staffs. Further no casual labour is engaged against any R.M./Group-D vacancies. Since 1997, the department is carrying out the departmental work through registered contractors whenever necessary as per the DoT order/instruction. The said order emphasizes that due to ban order any kind of casual engagement should not be made and departmental works should be done through contractors. The averments of the 2nd Party-workman regarding engagement and payment of wages by the Maintenance division is a blatant lie. The other averments are also denied. It is well settled by the Hon'ble Supreme Court that a Project worker has no right to continue after closure of the Project. Similar is the situation in the present case. The 158 workmen in Tr. I.D. Case No. 268/2001 are not continuing under the Management of the Director, Microwave Maintenance Division. They are being deployed by the contractor, M/s. Oriental Security Service in different stations as per contract with the 1st Party-Management No. 1 and are paid by the Oriental Security Services. There is no employer and employee relationship between the 1st Party-Management No.1 and the 2nd Party-workman and also with 158 workmen of the said I.D. Case.

5. The 1st Party-Management No.2 has stated in his written statement that Microwave Project is an organization of Telecom Deptt. (now Bharat Sanchar Nigam Limited) and. is being managed by the Chief General Manager, Telecom Project, Calcutta. To run the Telecom Project all the employees are pulled up from the existing strength of regular employees of the Department of Telecom. The Director, Microwave Project, Bhubaneswar has no power to recruit the employees of any cadre. Therefore the question of

appointment or reinstatement of the 2nd Party-workman by the 1 st Party-Management No.2 does not arise. It has further been stated that during the continuance of the Project work some casual workers are used to be engaged by the site in-charge on as and when required basis for miscellaneous work since the work of the project is not of perennial nature. After closure of the Project work the Maintenance Division used to maintain the systems and stations by taking staff from Telecom Circle on deputation. The 1st Party-Management No. 2 never takes any casual worker from the Project except on few occasions for a short period. After closure of the Project no work is available for the casual workers. Therefore their engagement used to go along with the closure of the Project. The casual workers engaged in one Project Division cannot be engaged in the Maintenance Division. Further no casual labour is engaged against any R.M./Group-D vacancies. The DoT has banned the engagement of casual labourer since 30-3-1985 and till now it is continuing. The 2nd Party-workman was paid his wages till 31-5-1997 when the Project at Purushotampur was completed and handed over to the Maintenance Wing. Since no work was available after 31-5-1997 the 2nd Party-workman was not provided with any work. But when the 2nd Party-workman created disturbances at the site with the staff of the Maintenance Division and did not vacate the premises he was forced to vacate the premises with the help of the police. However on the intervention of the Assistant Labour Commissioner (Central) the Project Division had paid wages to the workman till 29-12-1997, though he was not engaged at the site from 1-6-1997 to 29-12-1997. All the alleged workmen of the Tr. I.D. Case No. 272/01 to 281/01 were engaged in Project Division at Aska, Purushotampur, Baliapada and Digapahandi. The Project work at these places has also been completed and the stations have been handed-over to the Director, (Maintenance) ETR, Bhubaneswar in the year 1996/1997. Hence the question of continuance of casual labourers of the Project in Maintenance Division does not arise. Neither there is any requirement of casual labourers nor any vacancy exists in the Maintenance Division. In view of the above the relief sought for by the claimant is devoid of merit and liable to be rejected.

6. The 2nd Party-workman has submitted para-wise reply to the averments of the 1st party-Management No.1 and 2 made in their written statement by filing rejoinder and denied their allegations.

7. On the pleadings of the parties following issues were framed by my learned predecessor.

ISSUES

1. Whether the action of the 1st Party-Management by terminating the services of Shri Laxmi Kanta Pradhan is legal and justified?

2. To what relief the 2nd Party-workman is entitled?

8. The 1st Party-Management has examined only one witness namely, Shri Nabaghana Panda as M.W.-1 and relied on eight documents marked as Ext.-A to H, while the 2nd Party-workman has examined two witnesses, namely, Shri Prakash Chandra Patel as W.W.-1 and Shri Laxmikanta Pradhan, the workman himself as W.W.-2 and relied on several documents marked as Ext.-1 to 29.

FINDINGS

ISSUE NO. 1

9. From the facts brought-out in the pleadings and evidence led by the parties it is undisputedly revealed that the 2nd Party-workman was engaged as casual labourer under the 1st Party-Management No. 2 on 1-8-1990 and worked at different stations and lastly at Purushotampur Station under the Bhubaneswar Division till 31-5-1997. During this period he worked throughout under the 1st Party-Management No.2 and was never entrusted with any work under the 1st Party-Management No.1 i.e. Director, Microwave (Maintenance) Division. The 2nd party-workman has alleged that on completion of the Project work at Purushotampur station he was assigned duties in the Maintenance work at the same station where he continued till 29.12.1997. Thereafter he was refused employment and steps were taken to get vacated the said station with the help of the police. The 1st Party-Management No.1 and 2 have denied the assignment of any duties to the 2nd Party-workman in the Maintenance Division. There is no written order or documentary proof that the 2nd Party-workman was assigned the duties in the Maintenance work at the Purushotampur Station after 31-5-1997, but it is an admitted fact that the 2nd Party-workman remained located at Purushotampur station till 29-12-1997 and on the intervention of the Assistant Labour Commissioner (Central), Bhubaneswar the 2nd Party-workman and nine other similarly situated workmen were paid wages from 1-6-1997 to 29-12-1997 or till the date they remained stationed at their respective stations by the 1st Party-Management No. 2. Ext.-5 filed by the 2nd Party-workman shows that the matter of 2nd Party-workman and similarly situated nine other workmen for taking them into the Maintenance Division was pursued at Head Office level by Deputy General Manager (Administration) Telecom, but these workmen were not taken by the Maintenance Division and their requests were turned down as is revealed from Ext.-6. Thus they were finally refused employment. Therefore it cannot be accepted that the 2nd Party-workman and similarly situated nine other workmen were engaged or deputed in the Maintenance work and therefore they cannot claim any right for employment in Maintenance Division.

10. In order to get the benefit of the provisions of Section 25-F of the Industrial Disputes Act the workman has to prove that he has rendered continuous service for not less than one year meaning thereby 240 days

continuous service in one year under an employer.

11. Section 25-F of the Industrial Disputes Act says that “no workman employed in any industry which has been in continuous service for not less than one year under an employer shall be retrenched by that employer until :—

- (a) the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;
- (b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to 15 days average pay for every completed year of continuous service or any part thereof in excess of six months;

12. In this case from the side of the 2nd party-workman evidence of one Shri Prakash Chandra Patel, who is said to be the General Secretary of the Orissa Telecom, Microwave Mazdoor Sangh and of the workman himself has been adduced. After filing his evidence through affidavit the workman has failed to complete his re-examination and face cross examination. Therefore the affidavit evidence filed by the 2nd Party-workman cannot be read in evidence and thus the sole evidence of Shri Prakash Chandra Patel, W.W.-1 remains available from the side of the 2nd Party-workman. This witness has stated in his evidence that the 2nd Party-workman had worked in the project for seven year or more till May, 1997 and then in the Maintenance Division up-to December, 1997. He has further stated that the disputant workman was working at the Project at Aska station in 1997 and when the project was completed the same was handed over to the Maintenance wing in June, 1997. But the workman and others working there were asked to stay on there to work in Maintenance till the last week of December, 1997. He has denied in his cross examination that the disputant has not worked for 240 days continuously either in the Project or in the Maintenance. He has also relied on the letter dated 2-3-2002 of the Divisional Engineer, Telecom Microwave Project, Berhampur along with its enclosures which is mentioned at Sl. No. 27 of the list of documents filed by the 2nd party-workman and proved it in. his evidence. But this letter has not been marked as Ext.-27. Instead a letter dated 6-3-2000 written by the Divisional Engineer (Administration), Telecom Projects, East Zone, Calcutta to CGM, Telecom, Orissa Telecom Circle, Bhubaneswar has wrongly been marked as Ext.-27. The above referred letter dated 2-3-2002 placed on record after Ext.-21 depicts the name of the 2nd party-workman at Sl. No. 12 against which his date of engagement has been shown as 12/1991 and the date of discontinuation has been shown as 28-12-1997. Further it has been shown against his name that he had worked 290 days during January, 1997 to December, 1997. In the remark column

it has been shown that he had been working in each year from the date of engagement up to December, 1996 as and when required basis. In another list enclosed with this letter marked as Ext.-22 it has been shown that the 2nd party-workman was engaged from 1-8-1990 and worked till 31-5-1997 in the project and from 1-6-1997 to 29-12-1997 under S.D.E. Microwave through ACG, but the period of working from 1.8.1990 to 31-5-1997 has to be verified. But the first list enclosed with this letter clearly shows that the 2nd party-workman had worked for 290 days from January, 1997 to December, 1997. This has not been contradicted in any evidence adduced from the side of the 1st Party-Management. Therefore it is to be held that the 2nd party-workman had worked with the 1st Party-Management No. 2 continuously for more than 240 days during a period of 12 calendar months preceding the date of his disengagement and so he is entitled to the protection of safeguard provided under section 25-F of the Industrial Disputes Act. In view of the above the disengagement of the 2nd Party-workman by the 1st Party-Management No. 2 amounts to retrenchment and the 1st Party-Management No. 2 has acted illegally in terminating the services of the 2nd Party-workman. This action of the 1st Party-Management No. 2 is accordingly held illegal and unjustified. Issue no. 1 is decided against the 1st Party-Management.

ISSUE No. 2

13. The 2nd Party-workman has claimed reinstatement in service with all service benefits, but since a period of more than 15 years has passed and the work at the Project at Purushotampur has been completed long back where he was engaged, he cannot be given the relief of reinstatement. However an appropriate compensation can be awarded to him for his arbitrary and illegal retrenchment by the 1st Party-Management without complying the provisions of Section 25-F and 25-G of the Industrial Disputes Act, besides the benefits accrued to him under section 25-F of the aforesaid Act. Therefore it is ordered that the 1st Party-Management No.2 shall pay rupees one lakh as compensation to the 2nd Party-workman in lieu of reinstatement in service and also wages of one month for notice period and retrenchment compensation equivalent to 15 days average pay for every completed year of continuous service or any part thereof in excess of six months within a period of three months from the date of publication of award. He shall also be offered re-employment by the 1st Party-Management No. 2 in case any casual worker is employed by it in future in accordance with the provisions of the Section 25-H of the Industrial Disputes Act, 1947.

14. The reference is answered accordingly.

J. SRIVASTAVA, Presiding Officer

नई दिल्ली, 23 जुलाई, 2013

का.आ. 1803.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स भारत

पेट्रोलियम कॉर्पोरेशन लिमिटेड, मुम्बई के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, मुम्बई के पंचाट (संदर्भ संख्या 24/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-7-2013 को प्राप्त हुआ था।

[सं. एल-30011/98/2003-आईआर(एम)]

जोहन तोपनो, अवर सचिव

New Delhi, the 23rd July, 2013

S.O. 1803.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 24/2004) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Mumbai now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of M/s. Bharat Petroleum Corporation Ltd., Mumbai and their workman, which was received by the Central Government on 19-7-2013.

[No. L-30011/98/2003-IR (M)]

JOHAN TOPNO, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL TRIBUNAL NO.2, MUMBAI

Present:

K.B.KATAKE, Presiding Officer

Reference No. CGIT -2/24 of 2004

Employers in Relation to The Management of
Bharat Petroleum Corporation Ltd.

The Director

Bharat Petroleum Corporation Ltd.

Refinery Division

Mahul

Chembur

Mumbai-400074.

AND

THEIR WORKMEN

The Secretary

Mumbai Shramik Sangh

‘Sangharsh’

Quarry Road

Bhandup (W)

Mumbai 400078.

APPEARANCES:

For the Employer : Mr. R. S. Pai, Advocate.
 For the Workmen : Mr. R.D. Bhat, Advocate.

Mumbai, dated the 20th May, 2013

AWARD PART-I

1. The Government of India, Ministry of Labour & Employment by its Order No. L-30011/98/2003 -IR (M) dated 15/04/2004 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following industrial dispute to this Tribunal for adjudication:

- (a) Whether the contract between BPCL and respondent No. 2 contractor is 'sham' and bogus and is a camouflage to deprive the workers concerned in the petition of benefits available to permanent workmen of BPCL;
- (b) Whether the workers concerned in the petition should be declared permanent workers of BPCL;
- (c) What are the wages and consequential benefits to be paid to the workers concerned in the petition."

2. After receipt of the reference notices were issued to both the parties. In response to the notice the second party union filed its statement of claim at Ex-5. According to them the first party is a Public Sector Corporation and Government of India undertaking. The 23 employees mentioned in the Annexure-I were employed for cleaning, sweeping, dusting and washing of the multistoried buildings. The Trombay Club and Sports Club in their staff colony at Mahul, Chembur Mumbai, Vashi and Navi Mumbai. These employees were employed through various so called contractors from time to time. The present contractor is M/s. Good House Keeping. The contracts are sham and bogus merely to deprive these 23 workers from getting the benefit of permanency. The Estate of the Housing Colony of the Corporation consists of six bungalows occupied by Directors and 38 multistoried buildings consisting of 500 flats for its high ranking officers. The Sports Club and four storied residential building comprising 40 flats is at Sector-7 in Vashi, Navi Mumbai. The housing colony including Sports Club, Trombay Club are owned by the first party and meant for their serving employees only. The Housing Colony is situated close to the refineries and specially designed in such a way so that officers may have quick and easy access particularly in cases of emergency. The housing colony is essential and necessary for the smooth functioning of the refinery of the first party.

3. The Refinery of the first party is environmentally hazardous. The permission to operate the plant was only granted by the Maharashtra Pollution Control Board on condition that, the open available area is covered with trees.

The employees cannot operate or exists without the housing colony with its open space, its gardens and trees. Hence maintenance of staff/housing colony by first party is statutory requirement and is necessary and integral to running of the refinery. The total area of housing colony is 40 acres of land. In order to maintain clean and hygienic surrounding in the housing colony, first party employs the above referred workmen through so called contractors for the so called job of housekeeping, sweeping and cleaning. Their working hours are 8.00 am to 5.00 pm with lunch break in between. The work is carried out 7 days a week and throughout the year without any break or destruction and the same is absolutely necessary. These workmen are working and doing the work of sweeping, cleaning, dusting the colony roads therein Children nursery and company dispensary, guest house etc. from a minimum of 13 years to maximum 24 years. During the entire period their work is supervised and controlled by the officials of first party company.

4. Since 1990 these workmen became member of the union. They were paid minimum wages to the extent of Rs. 20 and maximum of Rs. 22 per day. Whereas the minimum wage of an unskilled regular employee of first party is more than Rs. 2,200 per month. The workmen are not given any benefit as per the law. The contracts are bogus and sham merely to deprive them from getting benefits of permanency. The union had filed complaint of unfair labour practice. There was also threat of termination of these workmen. Therefore union has filed Writ Petition no.436 of 1991 before Hon'ble High Court. The contractors are dummies. They were not maintaining any record of payment of wages. The Corporation has deprived the workmen from getting fair living wages and they are being paid a very meager amount by way of wages. This exploitation is being perpetuated for last several years. Therefore the union has filed Writ Petition no. 74 of 2004. The Hon'ble High Court has given protection to them. The Union has raised the said dispute. As conciliation failed as per the intimation of ALC (C), the Central Government, Ministry of Labour has sent the reference to this Tribunal. The union therefore prays that the contract between the company and the contractor be declared sham and bogus and mere camouflage to deprive the 23 workmen. They also prays that these workmen be directed/declared as employees of first party and they be given the status, benefits and privileges of permanent employees from the day they have completed 240 days in service and also prays for arrears with 18% interest thereon. They also pray for consequential relief at par with the regular employees with 18% compound interest thereon.

5. The first party management resisted the statement of claim of Union vide their written statement at Ex-11. According to them the employees referred in the statement of claim are employed by contractor for housekeeping activities only at the Housing Colony of the Corporation. As Housing Colony is not covered by the definition of

'industry' the dispute is not an industrial dispute. The union has moved to Hon'ble High Court in Writ Petition claiming for abolition of contract labour. However as Housing Colony is not 'industry' the same plea of the union is not tenable. Therefore this Tribunal has also no jurisdiction to entertain the reference. The workmen are not employees of the Corporation. On that ground also it would not be an industrial dispute. The union represents only these 23 persons and no other employee of the Corporation is member of the said union. The union had approached the Central Advisory Labour Board under CLRA Act for abolition of contract labour in the staff colony. The said application is still pending for disposal. For all these reasons reference is not maintainable. As union has moved for abolition of contract labour, now they cannot claim that the contract between Corporation and contractor is sham and bogus. The union cannot be allowed to approbate and reprobate at the same time. There is inordinate delay in raising the said objection. The plea of sham and bogus contract is barred by Principles of Analogous to Res-judicata being already decided in the Writ Petition. The dispute is against the order of the Apex Court passed in SLP, therefore, not maintainable. According to them the persons for whom union has filed the reference are not 'workmen'. The Housing Colony is not an 'industry'. They denied all the allegations made in the statement of claim. They denied that these 23 workmen are working as their employees. They denied all the allegations and prayed that, the reference be dismissed with cost.

6. On application of the Ld. adv. for the first party, following preliminary issues are framed. I record my findings thereon for the reasons to follow:

Sr. no.	Issues	Findings
1.	Whether the employer/housing colony herein is an 'industry' as defined under Section 2 (j) of I.D. Act?	Yes.
2.	Whether the reference is tenable in view of order passed by Supreme Court in Civil Appeal no. 6213/1997?	Yes.

REASONS

Issue no. 1 :

7. The fact in this case is not disputed that, these 23 workers are doing the house keeping work in the Housing Colony. They are cleaning, sweeping, dusting and washing the premises of the Housing Colony. Therefore it was pleaded on behalf of first party that the Housing Colony is not an 'industry' as contemplated under Section 2 (j) of the I.D.Act. In this respect the fact is also not disputed that the Housing Colony is not private or co-operative housing society. On the other hand it is a colony of first party Corporation, constructed and maintained by first party Corporation and the houses therein are allotted to the employees of the Corporation. No house is allotted to any private person or the person who is not in service of

the Corporation. In short, maintenance of Housing Colony is part and parcel of the functioning of the ,first party. Therefore it cannot be said that Housing Colony is separate and it also cannot be said that it is not 'industry' On the other hand I would like to point out that it is part and parcel of functioning of the first party Corporation. The colony is made for the employees of the Corporation. Therefore it cannot be said that it has no concern with the functioning of the Corporation. Keeping colony clean and inhabitable is one of the functions of the Corporation which they are doing with the help of these workmen. As maintenance of Housing Colony of the employees is part and parcel of the function of the Corporation, I hold that the housing colony is also an 'industry' as defined under Section 2 (j) of the I.D.Act. Accordingly I decide this issue no. 1 in the affirmative.

Issue no. 2:-

8. The Ld. adv for the first party in this respect submitted that in view of the order passed by Hon'ble Apex Court in Civil Appeal no. 5213/1997, this reference is not maintainable. In this respect I would like to point out that the Hon'ble Apex Court has set aside the order of Hon'ble Bombay High Court. However in this respect I would like to point out that the Hon'ble Court has not made any observation in respect of tenability of this reference. On the other hand at page no.3 the Hon'ble Court observed that;

“We do not propose to go into various legal questions involved in this matter as we make it clear that the respondents would be at liberty to urge those points before the appropriate authority. We therefore leave open those questions as we do not find it necessary for the disposal of these appeals.”

9. As per the directions of the Hon'ble Apex Court the respondent union has raised industrial dispute and as per the report of ALC (C), the reference is sent by the Government to this Tribunal. In this back drop I come to the conclusion that the said order does not create any obstacle or bar in conducting this reference. Accordingly I decide this issue no. in the negative and proceed to pass the following order:

ORDER

- (i) The employer/housing colony is held 'industry' as defined under Section 2 (j) of the I. D. Act.
- (ii) Reference is tenable.
- (iii) Parties are directed to remain present for further proceedings on 16-08-2013.

Date: 20-05-2013

K. B. KATAKE, Presiding Officer

नई दिल्ली, 23 जुलाई, 2013

का.आ. 1804.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स एल पी जी बांटलिंग प्लांट, ओडिसा के प्रबंधतंत्र के संबंद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, भुवनेश्वर के पंचाट (संदर्भ संख्या 09/2013) को प्रकाशित करती है जो केन्द्रीय सरकार को 19-7-2013 को प्राप्त हुआ था।

[सं. एल-30012/78/2012-आई आर (एम)]

जोहन तोपनो, अवर सचिव

New Delhi, the 23rd July, 2013

S.O. 1804.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the common award (Ref No. 53/2011) of the Central Government Industrial Tribunal/Labour Court, Bhubaneswar now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. LPG Bottling Plant, Orissa and their workman, which was received by the Central Government on 19-7-2013.

[No. L- 30012/78/2012-IR(M)]

JOHAN TOPNO, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT BHUBANESWAR

PRESENT:

Shri J. Srivastava, Presiding Officer,
C.G.I.T.-cum-Labour Court, Bhubaneswar.

INDUSTRIAL DISPUTE CASE No. 9/2013

Date of Passing Order - 28th June, 2013

BETWEEN

The Plant Manager, LPG Bottling Plant, P.O./Distt.
Jharsuguda, Orissa. . . . 1st Party-Management.

AND

Their workman Shri Lalbihari Bag,
Railway Colony, Jharsuguda,
P.O./Distt. Jharsuguda,
Orissa. . . . 2nd Party- Workman.

APPEARANCES:

None . . . For the 1st Party—
Management.

None . . . For the 2nd Party—
Workman.

ORDER

Case taken up. The 2nd Party-workman is absent. Two notices, one by ordinary post and the other by regd. post have been sent to the 2nd Party. workman, but both notices have been received back with note of insufficient address. No other address is available with this Tribunal. Hence there is no alternative, except to return the reference to the Government un-answered.

2. Accordingly the reference is returned to the Government un-answered for taking necessary action at its end.

J. SRIVASTAVA, Presiding Officer

नई दिल्ली, 23 जुलाई, 2013

का.आ. 1805.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स सुकिंडा क्रोमाईट माइन्स ऑफ टिस्को एवं नरेश कुमार एंड कम्पनी प्रा. लिमिटेड जजपुर, ओडिसा के प्रबंधतंत्र के संबंद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, भुवनेश्वर के पंचाट (संदर्भ संख्या 53/2011) को प्रकाशित करती है जो केन्द्रीय सरकार को 19-7-2013 को प्राप्त हुआ था।

[सं. एल-29012/18/2010-आई आर (एम)]

जोहन तोपनो, अवर सचिव

New Delhi, the 23rd July, 2013

S.O. 1805.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the common award (Ref. No. 53/2011) of the Central Government Industrial Tribunal/ Labour Court, Bhubaneswar now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Sukinda Chromite Mines of TISCO & M/s. Naresh Kumar & Co. (P) Ltd. Jajpur, Orissa and their workman, which was received by the Central Government on 19-7-2013.

[No. L-29012/18/2010-IR(M)]

JOHAN TOPNO, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT BHUBANESWAR

PRESENT:

Shri J. Srivastava, Presiding Officer,

C.G.I.T.-cum-Labour Court, Bhubaneswar.

INDUSTRIAL DISPUTE CASE No. 53/2011

Date of Passing Order - 19th of June, 2013

BETWEEN

1. M/s. Naresh Kumar & Co. (P) Ltd.,
C/o. Sukinda Chromite Mines of TISCO,
At./P.O.. Kalarangiatta, Dist. Jajpur, Orissa.

2. The Dy. General Manager,
Sukinda Chromite Mines of TISCO,
At./Po. Kalarangiatta, Dist. Jajpur, Orissa
...1st Party-Management.

AND

Their workman Shri Jaladhar Dehury,
C/o. Shri Nrusingh Dehury, At. Sendhaswar,
Po. Muruabil, Via. Badasual, Dhenkanal- 39.

...2nd Party- Workman.

APPEARANCES:

None : For the 1st Party-Management
No. 1& 2.

None : For the 2nd Party-Workman.

ORDER

The 2nd Party-workman Shri Jaladhar Dehury in compliance to the order of reference has filed his statement of claim on 30.11.2011, but no copy was sent or served on the 1st Party-Management No.1 and 2 despite repeated orders of this Tribunal. Looking to his indifference and neglect of the 2nd Party-workman notices were suo moto issued by this Tribunal to the 1st Party- Management No.1 and 2 by ordinary as well as registered post on 30.3.2012, 29.8.2012, 3.1.2013 and 22.1.2013, but the 1 st Party-Management No.1 and 2 neither put in their appearance nor filed any written statement. It has also to be noted from record that the 2nd Party-workman did not appear in the case on any of the dates fixed for hearing except on one date. When the statement of claim was filed in the office on 30.11.2011 he was found absent in the court. As such he has been quite negligent in prosecuting his case and took no pains to comply the orders of the Tribunal. Hence it will be of no 'use to keep the case pending indefinitely for no purpose.

2. Besides, from perusal of the statement of claim no case is made out *prima-facie* to entitle him for grant of any relief as he has not mentioned as to whether he was a permanent employee or casual/temporary or daily wage employee. It has also not been disclosed as to when his services were terminated by the Management and from which post. He has also raised claim for arrears of revised

pay scale which is beyond the scope of reference. Therefore, his claim is liable to be dismissed for want of prosecution and necessary details. Consequently the claim of the 2nd Party-workman is dismissed being vague and incomplete and he is found not entitled to any

3. Reference is answered accordingly.

J. SRIVASTAVA, Presiding Officer

नई दिल्ली, 23 जुलाई, 2013

का.आ. 1806.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स नेशनल एल्यूमिनियम कम्पनी लिमिटेड ग्रहीत विद्युत संयंत्र अनगुल, ओडिसा के प्रबंधतंत्र के संबंद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, भुवनेश्वर के पंचाट (संदर्भ संख्या 55/2012) को प्रकाशित करती है जो केन्द्रीय सरकार को 19-7-2013 को प्राप्त हुआ था।

[सं. एल-43011/06/2011-आईआर (एम)]

जोहन तोपनो, अवर सचिव

New Delhi, the 23rd July, 2013

S.O. 1806.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the common award (Ref. No. 55/2012) of the Central Government Industrial Tribunal/ Labour Court, Bhubaneswar now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. NALCO, Angul, Odisha, and their workman, which was received by the Central Government on 19-7-2013.

[No. L-43011/06/2011-IR(M)]

JOHAN TOPNO, Under Secy.

ANNEXURE

**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, BHUBANESWAR**

PRESENT:

Shri J. Srivastava, Presiding Officer,
C.G.I.T.-cum-Labour Court, Bhubaneswar.

INDUSTRIAL DISPUTE CASE No. 55/2012

Date of Passing Order - 28th June, 2013

(Lok Adalat)

BETWEEN

1. The M/s. Fab Erectors, Contractor,
NALCO, At. Similipada,
Po./Dt. Angul- 759 122, Orissa.

2. M/s. Chaitan Majhi, Contractor,

- C/o. CPP, NALCO,
At./Po. Banarpal, Dist. Angul- 759 128,
Orissa.
3. The General Manager, CPP, NALCO,
At./Po. Banarpal, Dist. Angul- 759 128
(Orissa). . . . 1st Party-Managements.

AND

Shri Madhusudhan Nath & 64 Others,
S/o. C. Nath, At./Po. Balaramprasad (Basala
Sahi),
Via. Banarpal, PS. NALCO Nagar,
Dt. Angul, (Orissa). . . . 2nd Party- Workmen.

APPEARANCES:

- | | |
|------|---|
| None | ... For the 1st Party—
Management No. 1 & 3. |
| None | ... For the 2nd Party—
Workmen |

ORDER

Case taken up today before Lok Adalat. Authorized representatives for the 1st Party-Management No.1, the proprietor of the 1st Party-Management No. 2 and the authorized representative for the 1st Party-Management No. 3 and Shri Madhusudhan Nath on behalf of the 2nd Party-workmen are present.

2. Parties have filed settlement in Form-H along with payment sheet of benefits accrued to workmen. Full and final payment has been made by the 1st Party-Management to the disputant workmen. Hence there remains no dispute to be settled now.

3. Therefore the reference is decided in terms of the settlement filed in Form-H which shall form part of this order.

J. SRIVASTAVA, Presiding Officer.

नई दिल्ली, 30 जुलाई, 2013

का.आ. 1807.——ऑद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार डाइरेक्टर, माइक्रोवेव (मेन्टीनेन्स) ई.टी.आर.एण्ड अर्दस के प्रबंधतंत्र के संबंद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट ऑद्योगिक विवाद में केन्द्रीय सरकार ऑद्योगिक अधिकरण/श्रम न्यायालय, भुवनेश्वर के पंचाट (संदर्भ संख्या 274/2001) को प्रकाशित करती है जो केन्द्रीय सरकार को 15-7-2013 को प्राप्त हुआ था।

[सं. एल-40012/12/1999-आईआर (डीयू)]

सोम नाथ, अनुभाग अधिकारी

New Delhi, the 30th July, 2013

S.O. 1807.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref No. 274/2001) of the Central Government Industrial Tribunal/Labour Court, Bhubaneswar as shown in the Annexure in the

Industrial Dispute between the employers in relation to the management of The Director, Microwave (Maintenance) ETR & Others and their workman, which was received by the Central Government on 19-7-2013.

[No. L- 40012/12/1999-IR(DU)]

SOM NATH, Section Officer

ANNEXURE

**CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT,
BHUBANESWAR**

PRESENT:

Shri J. Srivastava, Presiding Officer,
C.G.I.T.-cum-Labour Court, Bhubaneswar.

INDUSTRIAL DISPUTE CASE No. 274/2001**Date of Passing Order - 22nd February, 2013****BETWEEN**

1. The Director, Microwave (Maintenance), ETR, Microwave Campus, Unit - III; Bhubaneswar (Orissa) 751 012.
2. Director, Microwave (Projects), ETR, Plot No. 82, Sahid Nagar, Bhubaneswar (Orissa) 751 007, . . . 1 st Party-Managements.

AND

Their workman Shri Damburu Sahu,
C/o. Lalit Kumar Nayak, President,
Orissa Telecom Microwave Mazdoor Sangha,
At. Ruguripara, Po./Dist. Bolangir,
Orissa -767001. . . . 2nd Party-Workman.

APPEARANCES:

- | | |
|------------------------------|---------------------------------------|
| M/s. J.K. Nayak
Advocate. | For the 1st Party-
....Managements |
| M/s. S. Mishra
Advocate. | For the 2nd Party-
....Workman |

AWARD

The Government of India in the Ministry of Labour in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act has referred an industrial dispute existing between the employers in relation to the management of the Director, Microwave (Maintenance), Telecom, Director Microwave (Projects) and their workman, vide Letter No. L- 40012/12/99/IR(DU) dated 19/21.07.1999 in respect of the following matter :

Whether the action of the management of Project Division/Maintenance Division, Deptt. of Telecommunications by terminating the services of

the workman Shri Damburu Sahu is legal & justified? If not, to what relief the workman is entitled?

2. The 2nd Party-workman in pursuance of the letter of reference has filed his statement of claim stating that the Government of India in the Ministry of Communication through its Department of Telecommunications runs Microwave system of telecommunication in the whole country. For convenience of administration, the entire industry is divided into Projects and Maintenance which form an integral and inseparable activity of the Government Department which ultimately operates in circle. In both the works of project or maintenance departmental workers are engaged on daily rate of wages until they or any of them get absorbed in the regular rolls of the Management. The Project work and so also the Maintenance work are not confined to specific areas or locations, but reveal a continuity of the locations of activities geographically. The workers engaged in the Project or in the Maintenance work get shifted from place to place as per work requirement even orally or through telephonic message. "These daily rated workers are exploited in payment of wages, denial of over time wages, weekly holidays, annual leave etc.

3. The 2nd Party-workman was engaged initially on 1.4.1989 and was placed under the Microwave (Projects) at different stations and finally at Balipadar station under the Bhubaneswar Division till 31.5.1997. On completion of project work there he was assigned duties in the Maintenance work at the same station where he continued till 26.12.1997. Thereafter he was refused employment and was forced to vacate the said station with the help of police. He like other workers was not paid his earned wages for which he moved various authorities including the Assistant Labour Commissioner (Central), Bhubaneswar with the help of his trade union. After several approaches to the Management as also to the Government authorities he along with other nine workers were paid their earned wages with effect from 1.6.1997 till the date of refusal of employment. But they were denied fourth employment between 24.12.1997 to 29.12.1997 i.e. from their respective dates of refusal of employment. The 2nd Party-workman had put in about nine years of continuous service under the 1st Party-Management, but was neither paid any retrenchment compensation or other benefits unlawful nor any consideration was made for his length of service and inter seniority amongst workers of the same category. The said refusal was manifestly illegal, arbitrary and unjustified and cannot be sustained in law. Junior workers to him in the same category were continued in employment. Conciliation proceedings before the Assistant Labour Commissioner (Central), Bhubaneswar were taken up through the Trade Union in respect of all the ten similarly situated workmen collectively which ultimately failed and the present reference was made by the Government on consideration of failure report submitted by the Assistant Labour Commissioner (Central), Bhubaneswar the action

of the 1st Party- Management in terminating the services of the workmen is violative of Section 25-N, 25-G and 25-H of the Industrial Disputes Act. The Project work and also the Maintenance work of the projects being a continuous activity of the 1st Party-Management, there could be no justification to terminate the service of the workmen. The 1st Party Management has also not taken into consideration the award passed in Tr. I.D. Case No. 268/2001 in which 158 workmen with similar history of employment under the 1st Party-Management were given temporary status and are still continuing in employment. This disparity in treatment with an attitude of inhumanity and cruelty is highly condemnable and therefore the workmen are entitled to the relief of reinstatement with a service benefits.

4. The 1st Party-Management No.1 in its written statement has averred that the reference is not maintainable against the 1 st Party - Management No.1 as the 2nd Party-workman is not the employee of the 1st Party-Management No. 1. He was never engaged in the Microwave Maintenance Division by the Director and other officers of the Maintenance Division, So the question of termination of service by the Management of Microwave Maintenance Division does not arise at all. The Microwave Project and Maintenance are two separate and independent wings of the Telecom Department being controlled by two different Chief General Managers. These two units have got no recruiting power. They get their working staff on deputation basis from their respective territorial Telecom Circle/District. However sometimes some works are carried out by them through contractors or through casual workers on contract basis. The 1st Party-Management No.1 has never taken the 2nd Party-workman from the 1st Party-Management No, 2 i.e. the Director Microwave Projects Division as there is no such rule or provision in the Department to make over or take over any working force from the Project to Maintenance or vice versa. The Project work throughout Orissa is done through different project divisions and after completion of the project work the systems are handed over to the Maintenance Division. The casual labourers engaged in one Project Division cannot be engaged in another Maintenance Division simultaneously and they are never taken by the Maintenance Division after closure of the project work. Infact the Maintenance work of different stations generally managed by the respective ITOs/SDEs/ DEs by existing regular staffs. Further no casual labour is engaged against any R.M./Group-D vacancies. Since 1997, the department is carrying out the departmental work "through registered contractors whenever necessary as per the DoT order/instruction. The said order emphasizes that due to ban order any kind of casual engagement should not be made and departmental works should be done through contractors. The averments of the 2nd Party-workman regarding engagement and payment of wages by the Maintenance division is blatant lie. The other averments are also denied. It's well settled by the

Hon'ble Supreme Court that a Project worker has no right to continue after closure of the Project. Similar is the situation in the present case. The 158 workmen in Tr. I.D. Case No. 268/2001 are not continuing under the Management of the Director, Microwave Maintenance Division. They are being deployed by the contractor, M/s. Oriental Security Service in different stations as per contract with the 1st Party- Management No.1 and are paid by the Oriental Security Services. There is no employer and employee relationship between the 1st Party- Management No.1 and the 2nd Party-workman and also with 158 workmen of the said I.D. Case.

5. The 1st Party-Management No. 2 has stated in his written statement that Microwave Project is an organization of Telecom Deptt. (now Bharat Sanchar Nigam Limited) and is being managed by the Chief General Manager, Telecom Project, Calcutta. To run the Telecom Project all the employees are pulled up from the existing strength of regular employees of the Department of Telecom. The Director, Microwave Project, Bhubaneswar has no power to recruit the employees of any cadre. Therefore the question of appointment or reinstatement of the 2nd Party workman by the 1st Party-Management No. 2 does not arise. It has further been stated that during the continuance of the Project work some casual workers are used to be engaged by the site in-charge on as and when required basis for miscellaneous work so also the 2nd Party-workman was engaged since the work of the project is not of perennial nature. After closure of the Project work the Maintenance Division used to maintain the systems and stations by taking staff from Telecom Circle on deputation. The 1st Party-Management No. 2 never takes any casual worker from the Project except on few occasions for a short period. After closure of the Project no work is available for the casual worker. Therefore their engagement used to go along with the closure of the Project. The casual workers engaged in one Project Division cannot be engaged in the Maintenance Division. Further no casual labour engaged against any R.M./ Group-D vacancies. The DoT has banned to engagement of casual labourer since 30.3.1985 and till now it continuing. The 2nd Party-workman was paid his wages till 31.5.1997 when the Project at Baliapadar was completed and handed over to the Maintenance Wing. Since no work was available after 31.5.1997 the 2nd Party-workman was not provided with any work. But when the 2nd Party workman created disturbances at the site with the staff of the Maintenance Division and did not vacate the premises he was forced to vacate the premises with the help of the police. 'However on the intervention of the Assistant Labour Commissioner (Central) the Project Division had paid wages to the workman till 26.12.1997, though he was not engaged at the site from 1.6.1997 to 26.12.1997. All the alleged workmen of the Tr. I.D. Case No. 272/01 to 281/01 were engaged in Project Division at Aska, Purushotampur, Balipadar and Digapahandi. "The Project work at these places has also been completed and the stations have been handed-over to the Director,

(Maintenance) ETR, Bhubaneswar in the year 1996/1997. Hence the question of continuance of casual labourers of the Project in Maintenance Division does not arise. Neither there is any requirement of casual labourers nor any vacancy exists in the Maintenance Division. In view of the above the relief sought for by the claimant is devoid of merit and liable to be rejected.

6. The 2nd Party-workman has submitted para-wise reply to the averments of the 1 st party-Management No.1 and 2 made in their written statement by filing rejoinder and denied their allegations.

7. On the pleadings of the parties following issues were framed by my learned predecessor.

ISSUES

1. Whether the action of the 1st Party-Management by terminating the services of Shri Damburu Sahu is legal and justified?
2. To what relief the 2nd Party-workman is entitled?

8. The 1st Party-Management has examined only one witness namely, Shri Nabaghana Panda as M.W.-1 and relied on eight documents marked as Ext. A to H, while the 2nd Party-workman has examined two witnesses, namely, Shri Prakash Chandra Patel as W.W.-1 and Shri Dambarudhar Sahu, the workman himself as W.W.-2 and relied on several documents marked as Ext.-1 to 30/1.

FINDINGS

ISSUE NO.1

9. From the facts brought-out in the pleadings and evidence led by the parties it is undisputedly revealed that the 2nd Party-workman was engaged as casual labourer under the 1st Party-Management No. 2 or 1.4.1989 and worked at different stations and lastly at Baliapadar Station under the Bhubaneswar Division till 31.5.1997. During this period he worked throughout under the 1st Party-Management No. 2 and was never entrusted with any work under the 1st Party-Management No. 1 i.e. Director, Microwave (Maintenance) Division. The 2nd party-workman has alleged that on completion of the Project work at Baliapadar station he was assigned duties in the Maintenance work at the same station where he continued till 29.12.1997. Thereafter he was refuse employment and steps were taken to get vacated the said station with the help of the police. The 1st Party-Management No.1 and 2 have denied the assignment of any duties to the 2nd Party-workman in the Maintenance Division. There is no written order or documentary proof that the 2 Party-workman was assigned the duties in the Maintenance work at the Baliapadar Station after 31.5.1997, but it is an admitted fact that the 2nd Party-workman remained located at Baliapadar station till 29.12.1997 and on the intervention of the Assistant Labour Commissioner (Central), Bhubaneswar the 2nd Party-workman and nine other similarly situated workmen were paid wages from 1.6.1997 to 29.12.1997 or till the date they remained stationed at their respective stations by the 1st Party-Management No.2. Ext.-5 filed

by the 2nd Party-workman shows that the matter of 2nd Party-workman and similarly situated nine other workmen for taking them into the Maintenance Division was pursued at Head Office level by Deputy General Manager (Administration) Telecom, but these workmen were not taken by the Maintenance Division and their requests were turned down as is revealed from Ext.-6. Thus they were finally refused employment. Therefore it cannot be accepted that the 2nd Party-workman and similarly situated nine other workmen were engaged or deputed in the Maintenance work and therefore they cannot claim any right for employment in Maintenance Division. But apart from that the 2nd Party-workman and the other similarly situated nine workmen, who are also said to have rendered continuous service of 240 days or more have got a vested right to continue in the job unless retrenched after following the provisions of Section 25-F of the Industrial Disputes Act, which says that "no workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until - the workman has given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of notice and the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay for every completed year of continuous service or any part thereof in excess of six months. Admittedly the 1st Party Management has not complied with the provisions of section 25-F of the Industrial Disputes Act. Therefore the retrenchment of the 2nd party workman who has rendered nearly nine years of continuous service illegal being in breach of aforesaid provision of law. Ext.- 30/1 shows that the 2nd Party-workman whose name is entered at S1. No. 14 of the list had rendered 290 days work during January, 1996 to December, 1997 the month-wise break up of which has not been given. The 2nd party-workman has specifically stated in his re-examination on 30.11.2006 that Ext.-30/1 indicates that he had worked for 290 days in a preceding year of his termination. There is no specific denial from the side of the Management either in the pleadings or in any documents filed by it. Therefore it cannot be said that the 1st Party-Management has act legally in terminating the services of the 2nd Party-workman. In view the above the action of the 1st Party-Management in terminating the services of Shri Damburu Sahu, the 2nd Party-workman cannot be held be legal and justified. Issue No.1 is decided against the 1st Part Management.

ISSUE NO.2

14. The 2nd Party-workman has claimed reinstatement in service with all service benefits, but since

a period of more than 15 years has passed and the work at the Project at Baliapadar has been completed long back where he was engaged, he cannot be given the relief of reinstatement. However an appropriate compensation can be awarded to him for his arbitrary and illegal retrenchment by the 1st Parry-Management without complying the provisions of Section 25-F and 25-G of the Industrial Disputes Act, besides the benefits accrued to him under section 25-F of the aforesaid Act. Therefore it is ordered that the 1st Party-Management No.2 shall pay rupees one lakh as compensation to the 2nd Party- workman in lieu of reinstatement in service and also wages of one month for notice period and retrenchment compensation equivalent to 15 days average pay for every completed year of continuous service or any part there of in excess of six months within a period of three months from the date of publication of award. He shall also be offered re-employment by the 1st Party-Management No.2 in case any casual worker is employed by it in future in accordance with the provisions of the Section 25-H of the Industrial Disputes Act, 1947.

15. The reference is answered accordingly.

J. SRIVASTAVA, Presiding Officer

नई दिल्ली, 30 जुलाई, 2013

का.आ. 1808.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार डाइरेक्टर, माइक्रोवेव (मेन्टीनेन्स) ई.टी.आर.एण्ड अर्दस के प्रबंधतंत्र के संबंद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, भुवनेश्वर के पंचाट (संदर्भ संख्या 275/2001) को प्रकाशित करती है जो केन्द्रीय सरकार को 15-7-2013 को प्राप्त हुआ था।

[सं. एल-40012/14/1999-आईआर (डीयू)]

सोम नाथ, अनुभाग अधिकारी

New Delhi, the 30th July, 2013

S.O. 1808.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref No. 275/2001) of the Central Government Labour Court, Bhubaneswar now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of The Director, Microwave (Maintenance) ETR & Others and their workman, which was received by the Central Government on 15-7-2013.

[No. L-40012/14/1999-IR(DU)]

SOM NATH, Section Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL— CUM-LABOUR COURT BHUBANESWAR

PRESENT:

SHRI J. SRIVASTAVA, Presiding Officer,
C.G.I.T.-cum-Labour Court, Bhubaneswar.

Tr. INDUSTRIAL DISPUTE CASE NO. 275/2001**Date of Passing Order - 25th February, 2013****BETWEEN**

1. The Director, Microwave (Maintenance), ETR, Microwave Campus, Unit - III; Bhubaneswar (Orissa) 751 012.
2. Director, Microwave (Projects), ETR, Plot No. 82, Sahid Nagar, Bhubaneswar (Orissa) 751 007, . . . 1 st Party-Managements.

(AND)

Their workman Shri Swarajya Kumar Swain
C/o. Lalit Kumar Nayak, President,
Orissa Telecom Microwave Mazdoor Sangha,
At. Ruguripara, PO/Dist. Bolangir,
Orissa -767 001. . . 2nd Party-Workman.

APPEARANCES :

- | | |
|------------------------------|-----------------------------------|
| M/s. J.K. Nayak
Advocate. | For the 1st Party-
Managemets. |
| M/s. S. Mishra
Advocate. | For the 2nd Party-
Workman. |

AWARD

The Government of India in the Ministry of Labour in exercise the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act has referred an industrial dispute existing between the employers in relation to the management of the Director, Microwave (Maintenance)/ Director Microwave (Projects) Telecom and their workman vide Letter No. L-40012/14/99/IR(DU) dated 19/21.07.1999 in respect of the following matter :

Whether the action of the management of Project Division/Maintenance Division, Deptt. of Telecommunications by terminating the services of Shri Swarajya Ku. Swain is legal and justified? If not, to what relief the workman is entitled?

2. The 2nd Party-workman in pursuance of the letter of reference has filed his statement of claim stating that the Government of India in the Ministry of Communication through its Department of Telecommunications runs Microwave system of telecommunication in the whole country. For convenience of administration, the entire industry is divided into Projects and Maintenance which form an integral and inseparable activity of the Government Department which ultimately operates in circle. In both the works of project and maintenance departmental workers are engaged on daily rate of wages until they or any of them get absorbed in the regular rolls of the Management. The Project work and so also the Maintenance work are not confined to specific areas or locations, but reveal a continuity of the locations of activities geographically. The workers engaged in the

Project or in the Maintenance work get shifted from place to place as per work requirement even orally or through telephonic message. These daily rated workers are exploited in payment of wages, denial of over time wages, weekly, holidays, annual leave etc.

3. The 2nd Party-workman was engaged initially on 1.9.1989 and was placed under the Microwave (Projects) at different stations and finally at Digapahandi Station under the Bhubaneswar Division till 31.5.1997. On completion of project work there he was assigned duties in the Maintenance work at the same station where he continued till 24.12.1997. Thereafter he was refused employment and was forced to vacate the said station with the help of police. He like other workers was not paid his earned wages for which he moved various authorities including the Assistant Labour Commissioner (Central), Bhubaneswar with the help of his trade Union. After several approaches to the Management as also to the Government authorities he along with other nine workers were paid their earned wages with effect from 1.6.1997 till the date of refusal of employment. But they were denied further employment in between 24.12.1997 to 29.12.1997 i.e. from their respective dates of refusal of employment. The 2nd Party-workman had put in about nine years of continuous service under the 1st Party-Management, but he was neither paid any retrenchment compensation or other benefits under law nor any consideration was made for his length of service and inter-se seniority amongst workers of the same category. The said refusal was manifestly illegal, arbitrary and unjustified and cannot be sustained in law. Junior workers to him in the same category were continued in employment. Conciliation proceedings before the Assistant Labour Commissioner (Central), Bhubaneswar were taken up through the Trade Union in respect of all the ten similarly situated workmen collectively which ultimately failed and the present reference was made by the Government on consideration of failure report submitted by the Assistant Labour Commissioner (Central) Bhubaneswar. The action of the 1st Party- Management in terminating the services of the workmen is violative of, Section 25-N, 25-F, 25-G and 25-H of the Industrial Disputes Act. The Project work and also the Maintenance work of the projects being a continuous activity of the 1st Party- Management, there could be no justification to terminate the service of the workmen. The 1st Party- Management has also not taken into consideration the award passed in Tr. I.D. Case No. 268/2001 in which 158 workmen with similar history of employment under the 1st Party- Management were given temporary status and are still continuing in employment. This disparity in treatment with an attitude of inhumanity and cruelty is highly condemnable and therefore the workmen are entitled to the relief of reinstatement with all service benefits.

4. The 1st Party-Management No.1 in its written statement has averred that the reference is not maintainable against the 1st Party-Management No. 1 as the 2nd Party-

workman is not the employee of the 1st Party- Management No.1. He was never engaged in the Microwave Maintenance Division by the Director and other officers of the Maintenance Division. So the question of termination of service by the Management of Microwave Maintenance Division does not arise at all. The Microwave Project and Maintenance are two separate and independent wings of the Telecom Department being controlled by two different Chief General Managers. These two units have got no recruiting Power. They get their working staff on deputation basis from their respective Territorial Telecom Circle/District. However sometimes some works are carried out by them through contractors or through casual workers on contract basis. The 1st Party-Management No.1 has never taken the 2nd Party-workman from the 1st Party-Management No. 2 i.e. the Director Microwave Projects Division as there is no such rule or provision in the Department to make over or take over any working force from the Project to Maintenance or vice versa. The Project work through-out Orissa is done through different project divisions and after completion of the project work the systems are handed over to the Maintenance Division. The casual labourers engaged in one Project Division cannot be engaged in another Maintenance Division simultaneously and they are never taken by the Maintenance Division after closure of the project work. Infact the Maintenance work of different stations are generally managed by the respective JTOs/ SDEs/DEs by existing regular staffs. Further no casual labour is engaged against any R.M./Group-D vacancies. Since 1997, the department is carrying out the departmental work through registered contractors whenever necessary as per the DoT order/instruction. The said order emphasizes that due to ban order any kind of casual engagement should not be made and departmental works should be done through contractors. The averment of the 2nd Party-workman regarding engagement and payment of wages by the Maintenance division is a blatant lie. The other averments are also denied. It is well settled by the Hon'ble Supreme Court that a Project worker has no right to continue after closure of the Project. Similar is the situation in the present case. The 158 workmen in Tr. I.D. Case No. 268/2001 are not continuing under the Management of the Director, Microwave Maintenance Division. They are being deployed by the contractor, M/s. Oriental Security Service in different stations as per contract with the 1st Party-Management No. 1 and are paid by the Oriental Security Services. There is no employer and employee relationship between the 1st Party. Management No. 1 and the 2nd Party-workman and also with 158 workmen of the said I.D. Case.

5. The 1st Party-Management No.2 has stated in his written statement that Microwave Project is an organization of Telecom Deptt. (now Bhara Sanchar Nigam Limited) and is being managed by the Chief General Manager, Telecom Project, Calcutta. To run the Telecom Project all th employees are pulled up from the existing strength of regular employees of the Department of Telecom. The Director, Microwave Project, Bhubaneswar has no power

to recruit the employees of any cadre. Therefore the question of appointment or reinstatement of the 2nd Party workman by the 1 st Party-Management No.2 does not arise. It has further been stated that during the continuance of the Project work some casual workers are used to be engaged by the site in-charge on as and when required basis for miscellaneous work since the work of the project is no of perennial nature. After closure of the Project work the Maintenance Division used to maintain the systems and stations. by taking staff from Telecom Circle on deputation. The 1st Party-Management No.1 never takes any casual worker from the Project except on few occasions for a short period. After closure of the Project no work is available for the casual workers. Therefore their engagement used to go along with the closure of the Project. The casual workers engaged in one Project Division cannot be engaged in the Maintenance Division. Further no casual labour is engaged against any R.M./ Group-D vacancies. The DoT has banned the engagement of casual labourer since 30.3.1985 and till now it is continuing. The 2nd Party-workman was paid his wages till 31.5.1997 when the Project at Digapahandi was completed and handed over to the Maintenance Wing. Since no work was available after 31.5.1997 the 2nd Party-workman was not provided with any work. But when the 2nd Party workman created disturbances at the site with the staff of the Maintenance Division and did not vacate the premises he was forced to vacate the premises with the help of the police. However on the intervention of the Assistant Labour Commissioner (Central) the Project Division had paid wages to the workman till 24.12.1997, though he was not engaged at the site from 1.6.1997 to 24.12.1997. All the alleged workmen of the Tr. I.D. Case No. 272/01 to 281/01 were engaged in Project Division at Aska, Purushotampur, Baliapadar and Digapahandi. The Project work at these places has also been completed and the stations have been handed-over to the Director, (Maintenance) ETR, Bhubaneswar in the year 1996/1997. Hence the question of continuance of casual labourers of the Project in Maintenance Division does not arise. Neither there is any requirement of casual labourers nor any vacancy exists in the Maintenance Division. In view of the above the relief sought for by the claimant is devoid of merit and liable to be rejected.

6. The 2nd Party-workman has submitted para-wise reply to the averments of the 1st party-Management No.1 and 2 made in their written statement by filing rejoinder and denied their allegations.

7. On the pleadings of the parties following issues were framed by my learned predecessor.

ISSUES

- Whether the action of the 1st Party-Management by terminating the services of Shri Swarajya Kumar Swain is legal and justified?

2. To what relief the 2nd Party-workman is entitled?

8. The 1st Party-Management has examined only one witness named Shri Nabaghana Panda as M.W.-1 and relied on eight documents mark as Ext.-A to H, while the 2nd Party-workman has examined two witness namely, Shri Prakash Chandra Patel as W.W.-1 and Shri Swarajya Kumar Swain, the workman himself as W.W.-2 and relied on several documents marked as Ext.-1 to 30/1.

FINDINGS

ISSUE NO.1

9. From the facts brought-out in the pleadings and evidence led by the parties it is undisputedly revealed that the 2nd Party-workman was engaged as casual labourer under the 1st Party-Management No. 2 on 1.9.1989 and worked at different stations and lastly at Digapahandi Station under the Bhubaneswar Division till 31.5.1997. During this period he worked throughout under the 1st Party-Management No. 2 and was never entrusted with any work under the 1st Party-Management No.1 i.e. Director, Microwave (Maintenance) Division. The 2nd party-workman has alleged that on completion of the Project work at Digapahandi station he was assigned duties in the Maintenance work at the same station where he continued till 24.12.1997. Thereafter he was refused employment and steps were taken to get vacated the said station with the help of the police. The 1st Party-Management No. 1 and 2 have denied the assignment of any duties to the 2nd Party-workman in the Maintenance Division. There is no written order or documentary proof that the 2nd Party-workman was assigned the duties in the Maintenance work at the Digapahandi Station after 31.5.1997, but it is an admitted fact that the 2nd Party-workman remained located at Digapahandi station till 24.12.1997 and on to intervention of the Assistant Labour Commissioner (Central Bhubaneswar) the 2nd Party-workman and nine other similarly situated workmen were paid wages from 1.6.1997 to 29.12.1997 or till the date they remained stationed at their respective stations by the 1st Party-Management No. 2. Ext.-5 filed by the 2nd Party-workman shows that the matter of 2nd Party-workman and similarly situated nine other workmen for taking them into the Maintenance Division was pursued at Head Office level by Deputy General Manager (Administration) Telecom, but these workmen were not taken by the Maintenance Division and their requests were turned down as is revealed from Ext.-6. Thus they were finally refused employment. Therefore it cannot be accepted that the 2nd Party-workman and similarly situated nine other workmen were engaged or deputed in the Maintenance work and therefore they cannot claim any right for employment in Maintenance Division. But apart from that the 2nd Party-workman and the other similarly situated nine workmen, who are also said to have rendered continuous service of 240 days or more have got a vested right to continue in the job unless retrenched after

following the provisions of Section 25-F of the Industrial Disputes Act, which says that “no workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until—the workman has been given one month’s notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of notice and the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days’ average pay for every completed year of continuous service or any part thereof in excess of six months. Admittedly the 1st Party-Management has not complied with the provisions of section 25-F of the Industrial Disputes Act. Therefore the retrenchment of the 2nd party-workman who has rendered nearly nine years of continuous service is illegal being in breach of aforesaid provision of law. Ext.-30/1 shows that the 2nd Party-workman whose name is entered at Sl. No. 17 of the list had rendered 268 days work during 1996-1997, the month-wise break up of which has not been given. The 2nd party-workman has specifically stated in his examination-in-chief on 12.7.2005 that he had worked continuously for 240 days in each year of 12 months. There is no specific denial from the side of the Management either in the pleadings or in any documents filed by it. Therefore it cannot be said that the 1st Party-Management has acted legally in terminating the services of the 2nd Party-workman. In view of the above the action of the 1st Party-Management in terminating the services of Shri Swarajya Kr. Swain, the 2nd Party-workman cannot be held to be legal and justified. Issue No. 1 is decided against the 1st Party-Management.

ISSUE NO.2

10. The 2nd Party-workman has claimed reinstatement in service with all service benefits, but since a period of more than 15 years has passed and the work at the Project at Digapahandi has been completed long back where he was engaged, he cannot be given the relief of reinstatement. However an appropriate compensation can be awarded to him for his arbitrary and illegal retrenchment by the 1st Party-Management without complying the provisions of Section 25-F and 25-G of the Industrial Disputes Act, besides the benefits accrued to him under Section 25-F of the aforesaid Act. Therefore it is ordered that the 1st Party-Management No. 2 shall pay rupees one lakh as compensation to the 2nd Party-workman in lieu of reinstatement in service and also wages of one month for notice period and retrenchment compensation equivalent to 15 days average pay for every completed year of continuous service or any part thereof in excess of six months within a period of three months from the date of publication of award. He shall also be offered re-employment by the 1st Party-Management No. 2 in case any casual worker is employed by it in future in accordance with the provisions of the Section 25-H of the Industrial Disputes Act, 1947.

11. The reference is answered accordingly.

JITENDRA SRIVASTAVA, Presiding Officer

नई दिल्ली, 30 जुलाई, 2013

का.आ. 1809.—ऑद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार डाइरेक्टर, माइक्रोवेव (मेन्टीनेन्स) ई.टी.आर. एण्ड अदर्स के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट ऑद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण भुवनेश्वर के पंचाट (संदर्भ संख्या 276/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-07-2013 को प्राप्त हुआ था।

[सं. एल-40012/13/1999-आईआर(डीयू)]

सोम नाथ, अनुभाग अधिकारी

New Delhi, the 30th July, 2013

S.O. 1809.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby publishes the Award (Ref. No. 276/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar as shown in the Annexure, in the Industrial dispute between the employers in relation to the management of The Director, Microwave (Maintenance) ETR & Others and their workman, which was received by the Central Government on 15-07-2013.

[No. L-40012/13/1999-IR(DU)]

SOM NATH, Section Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BHUBANESWAR

Present : Shri J. Srivastava, Presiding Officer
CGIT-cum-Labour Court, Bhubaneswar

Tr. Industrial Dispute Case No. 276/2001

Date of Passing Award—13th March, 2013

Between :

1. The Director, Microwave (Maintenance),
ETR, Microwave Campus, Unit-III,
Bhubaneswar (Orissa) 751 012.

2. Director, Microwave (Projects),
ETR, Plot No. 82, Sahid Nagar,
Bhubaneswar (Orissa) 751 007

.....1st Party-Managements

(And)

Their Workman Shri Jagabandhu Muduli
C/o. Lalit Kumar Nayak, President, Orissa
Telecom Microwave Mazdoor Sangha,
At. Ruguripara, Po./Dist. Bolangir,
Orissa—767 001 2nd Party-Workman

Appearances:

M/s. J. K. Nayak,	...	For the 1st Party
Advocate.		Managements
M/s. S. Mishra	...	For the 2nd Party-
Advocate.		Workman

AWARD

The Government of India in the Ministry of Labour in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act has referred an industrial dispute existing between the employers in relation to the management of the Director, Microwave (Maintenance)/Director Microwave (Projects), Telecom Deptt. and their workman *vide* Letter No. L-40012/13/99-IR(DU) dated 19/21-07-1999 in respect of the following matter :

“Whether the action of the management of Project Division/Maintenance Division, Deptt. of Telecommunications by terminating the services of the workman Sh. Jagabandhu Muduli is legal & justified ? If not, to what relief the workman is entitled ?”

2. The 2nd Party-workman in pursuance of the letter of reference has filed his statement of claim stating that the Government of India in the Ministry of Communication through its Department of Telecommunications runs Microwave system of telecommunication in the whole country. For convenience of administration, the entire industry is divided into Projects and Maintenance which form an integral and inseparable activity of the Government Department which ultimately operates in circle. In both the works of project or maintenance departmental workers are engaged on daily rate of wages until they or any of them get absorbed in the regular rolls of the Management. The Project work and so also the Maintenance work are not confined to specific areas or locations, but reveal a continuity of the locations of activities geographically. The workers engaged in the Project or in the Maintenance work get shifted from place to place as per work requirement even orally or through telephonic message. These daily rated workers are exploited in payment of wages, denial of over time wages, weekly holidays, annual leave etc.

3. The 2nd Party-workman was engaged initially on 1-4-1989 and was placed under the Microwave (Projects) at different stations and finally at Balipadar station under the Bhubaneswar Division till 31-5-1997. On completion of project work there he was assigned duties in the Maintenance work at the same station where he continued till 26-12-1997. Thereafter he was refused employment and was forced to vacate the said station with the help of police. He like other workers was not

paid his earned wages for which he moved various authorities including the Assistant Labour Commissioner (Central), Bhubaneswar with the help of his trade union. After several approaches to the Management as also to the Government authorities he along with other nine workers were paid their earned wages with effect from 1-6-1997 till the date of refusal of employment. But they were denied further employment in between 24-12-1997 to 29-12-1997 i.e. from their respective dates of refusal of employment. The 2nd Party-workman had put in about nine years of continuous service under the 1st Party-Management. But he was neither paid any retrenchment compensation or other benefits under law nor any consideration was made for his length of service and inter-se seniority amongst workers of the same category. The said refusal was manifestly illegal, arbitrary and unjustified and cannot be sustained in law. Junior workers to him in the same category were continued in employment. Conciliation proceedings before the Assistant Labour Commissioner (Central), Bhubaneswar were taken up through the Trade Union in respect of all the ten similarly situated workmen collectively which ultimately failed and the present reference was made by the Government on consideration of failure Report submitted by the Assistant Labour Commissioner (Central), Bhubaneswar. The action of the 1st Party-Management in terminating the services of the workmen is violative of Section 25-N, 25-G and 25-H of the Industrial Disputes Act. The Project work and also the Maintenance work of the projects being a continuous activity of the 1st Party-Management, there could be no justification to terminate the service of the workmen. 1st Party-Management has also not taken into consideration the award passed in Tr. I.D. Case No. 268/2001 in which 158 workmen with similar history of employment under the 1st Party-Management were given temporary status and are still continuing in employment. This disparity in treatment with an attitude of inhumanity and cruelty is highly condemnable and therefore the workmen are entitled to the relief of reinstatement with all service benefits.

4. The 1st Party-Management No. 1 in its written statement has averred that the reference is not maintainable against the 1st Party-Management No. 1 as the 2nd Party-workman is not the employee of the 1st Party-Management No. 1. He was never engaged in the Microwave Maintenance Division by the Director and other officers of the Maintenance Division. So the question of termination of service by the Management of Microwave Maintenance Division does not arise at all. The Microwave Project and Maintenance are two separate and independent wings of the Telecom Department being controlled by two different Chief General Managers. These two units have got no recruiting power. They get their working staff on deputation basis from their respective territorial Telecom Circle/District. However sometimes

some works are carried out by them through contractors or through casual workers on contract basis. The 1st Party-Management No. 1 has never taken the 2nd Party-workman from the 1st Party-Management No. 2 i.e. the Director Microwave Projects Division as there is no such rule or provision in the Department to make over or take over any working force from the Project to Maintenance or vice versa. The Project work through-out Orissa is done through different project divisions and after completion of the project work the systems are handed over to the Maintenance Division. The casual labourers engaged in one Project Division cannot be engaged in another Maintenance Division simultaneously and they are never taken by the Maintenance Division after closure of the project work. Infact the Maintenance work of different stations are generally managed by the respective JTOs/ SDEs/DEs by existing regular staffs. Further no casual labour is engaged against any R.M./Group-D vacancies. Since 1997, the department is carrying out the departmental work through registered contractors whenever necessary as per the DoT order/instruction. The said order emphasizes that due to ban order any kind of casual engagement should not be made and departmental works should be done through contractors. The averments of the 2nd Party-workman regarding engagement and payment of wages by the Maintenance division is a blatant lie. The other averments are also denied. It is well settled by the Hon'ble Supreme Court that a Project worker has no right to continue after closure of the Project. Similar is the situation in the present case. The 158 workmen in Tr. J.D. Case No. 268/2001 are not continuing under the Management of the Director, Microwave Maintenance Division. They are being deployed by the contractor, M/s. Oriental Security Service in different stations as per contract with the 1st Party- Management No.1 and are paid by the Oriental Security Services. There is no employer and employee relationship between the 1st Party-Management No.1 and the 2nd Party-workman and also with 158 workmen of the said I.D. Case.

5. The 1st Party-Management No. 2 has stated in his written statement that Microwave Project is an organization of Telecom Deptt. (now Bharat Sanchar Nigam Limited) and is being managed by the Chief General Manager, Telecom Project, Calcutta. To run the Telecom Project all the employees are pulled up from the existing strength of regular employees of the Department of Telecom. The Director, Microwave Project, Bhubaneswar has no power to recruit the employees of any cadre. Therefore the question of appointment or reinstatement of the 2nd Party-workman by the 1st Party-Management No. 2 does not arise. It has further been stated that during the continuance of the Project work some casual workers are used to be engaged by the site in-charge on as and when required basis for miscellaneous work so also the

2nd Party-workman was engaged since the work of the project is not of perennial nature. After closure of the Project work the Maintenance Division used to maintain the systems and stations by taking staff from Telecom Circle on deputation. The 1st Party-Management No.1 never takes any casual worker from the Project except on few occasions for a short period. After closure of the Project no work is available for the casual workers. Therefore their engagement used to go along with the closure of the Project. The casual workers engaged in one Project Division cannot be engaged in the Maintenance Division. Further no casual labour is engaged against any R.M./ Group-D vacancies. The DoT has banned the engagement of casual labourer since 30-3-1985 and till now it is continuing. The 2nd Party-workman was paid his wages till 31-5-1997 when the Project at Baliapadar was completed and handed over to the Maintenance Wing. Since no work was available after 31-5-1997 the 2nd Party-workman was not provided with any work. But when the 2nd Party-workman created disturbances at the site with the staff of the Maintenance Division and did not vacate the premises he was forced to vacate the premises with the help of the police. However on the intervention of the Assistant Labour Commissioner (Central) the Project Division had paid wages to the workman till 26-12-1997, though he was not engaged at the site from 1-6-1997 to 26-12-1997. All the alleged workmen of the Tr. ID. Case No. 272/01 to 281/01 were engaged in Project Division at Aska, Purushotampur, Balipadar and Digapahandi. The Project work at these places has also been completed and the stations have been handed-over to the Director, (Maintenance) ETR, Bhubaneswar in the year 1996/1997. Hence the question of continuance of casual labourers of the Project in Maintenance Division does not arise. Neither there is any requirement of casual labourers nor any vacancy exists in the Maintenance Division. In view of the above the relief sought for by the claimant is devoid of merit and liable to be rejected.

6. The 2nd Party-workman has submitted para-wise reply to the averments of the 1st party-Management No.1 and 2 made in their written statement by filing rejoinder and denied their allegations.

7. On the pleadings of the parties following issues were framed by my learned predecessor.

ISSUES

1. Whether the action of the 1st Party-Management by terminating the services of Shri Jagabandhu Muduli is legal and justified ?

2. To what relief the 2nd Party-workman is entitled ?

8. The 1st Party-Management has examined only one witness namely, Shri Nabaghana Panda as M.W.-1 and relied on eight documents marked as Ext.-A to H, while the 2nd Party-workman has examined two witnesses, namely, Shri Prakash Chandra Patel as W.W.-1

and Shri Jagabandhu Muduli, the workman himself as W.W.-2 and relied on, several documents marked as Ext.-1 to 29.

FINDINGS

ISSUE NO.1

9. From the facts brought-out in the pleadings and evidence led by the parties it is undisputedly revealed that the 2nd Party-workman was engaged as casual labourer under the 1st Party-Management No. 2 on 1-4-1989 and worked at different stations and lastly at Baliapadar Station under the Bhubaneswar Division till 31-5-1997. During this period he worked throughout under the 1st Party-Management No. 2 and was never entrusted with any work under the 1st Party-Management No. 1 i.e. Director, Microwave (Maintenance) Division. The 2nd party-workman has alleged that on completion of the Project work at Baliapadar station he was assigned duties in the Maintenance work at the same station where he continued till 26-12-1997. Thereafter he was refused employment and steps were taken to get vacated the said station with the help of the police. The 1st Party-Management No. 1 and 2 have denied the assignment of any duties to the 2nd Party-workman in the Maintenance Division. There is no written order or documentary proof that the 2nd Party-workman was assigned the duties in the Maintenance work at the Baliapadar Station after 31-5-1997, but it is an admitted fact that the 2nd Party-workman remained located at Baliapadar station till 26-12-1997 and on the intervention of the Assistant Labour Commissioner (Central), Bhubaneswar the 2nd Party-workman and nine other similarly situated workmen were paid wages from 1-6-1997 to 26-12-1997 or till the date they remained stationed at their respective stations by the 1st Party- Management No. 2. Ext.-5 filed by the 2nd Party-workman shows that the matter of 2nd Party-workman and similarly situated nine other workmen for taking them into the Maintenance Division was pursued at Head Office level by Deputy General Manager (Administration) Telecom, but these workmen were not taken by the Maintenance Division and their requests were turned down as is revealed from Ext.-6. Thus they were finally refused employment. Therefore it cannot be accepted that the 2nd Party-workman and similarly situated nine other workmen were engaged or deputed in the Maintenance work and therefore they cannot claim any right for employment in Maintenance Division.

10. In order to get the benefit of the provisions of Section 25-F of the Industrial Disputes Act the workman has to prove that he has rendered continuous service for not less than one year meaning thereby 240 days. continuous service in one year under an employer.

11. Section 25-F of the Industrial Disputes Act says that “no workman employed in any industry which has been in continuous service for not less than one year

under an employer shall be retrenched by that employer until :-

- (a) the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;
- (b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to 15 days average pay for every completed year of continuous service or any part thereof in excess of six months :

12. In this case from the side of the 2nd party-workman evidence of one Shri Prakash Chandra Patel, who is said to be the General Secretary of the Orissa Telecom, Microwave Mazdoor Sangh and of the workman himself has been adduced. After filing his evidence through affidavit the workman has failed to complete his re-examination and face cross examination. Thereupon his Advocate moved a petition on 6-4-2009 to the effect that the disputant workman is not co-operating his conducting lawyer for further examination and cross examination by the Management. Therefore the evidence from the side of the workman be closed. Acting upon this petition my learned predecessor has closed the evidence of the workman allowing the petition of the Advocate for the 2nd Party-workman. Before closing evidence of the 2nd Party-workman so many opportunities were given to him for making his evidence complete and also the cross examination. Therefore the affidavit evidence filed by the 2nd Party-workman cannot be read in evidence and thus the sole evidence of Shri Prakash Chandra Patel, W.W.-1 remains available from the side of the 2nd Party-workman. This witness has stated in his evidence that the 2nd Party-workman had worked in the project for seven year or more till May, 1997 and then in the Maintenance Division upto December, 1997. He has further stated that the disputant workman was working at the Project at Aska station in 1997 and when the project was completed the same was handed over to the Maintenance wing in June, 1997. But the workman and others working there were asked to stay on there to work in Maintenance till the last week of December, 1997. He has denied in his cross examination that the disputant has not worked for 240 days continuously either in the Project or in the Maintenance. He has also relied on the letter dated 2-3-2002 of the Divisional Engineer, Telecom Microwave Project, Berhampur along with its enclosures which is mentioned at Sl. No. 27 of the list of documents filed by the 2nd party-workman and proved it in his evidence. But this letter has not been marked as Ext.-27. Instead a letter dated 6.3.2000 written by the Divisional Engineer (Administration), Telecom Projects, East Zone, Calcutta to CGM, Telecom, Orissa Telecom Circle, Bhubaneswar has wrongly been

marked as Ext.-27. The above referred letter dated 2-3-2002 placed on record after Ext.-21 depicts the name of the 2nd party-workman at Sl. No. 13 against which his date of engagement has been shown as 8/1991 and the date of discontinuation has been shown as 28-12-1997. Further it has been shown against his name that he had worked 290 days during January, 1997 to December, 1997. In the remark column it has been shown that he had been working in each year from the date of engagement upto December, 1996 as and when required basis. In another list enclosed with this letter marked as Ext.-22 it has been shown that the 2nd party-workman was engaged from 1-4-1989 and worked till 31-5-1997 in the project and from 1-6-1997 to 26-12-1997 under S.D.E. Microwave through ACG, but the period of working from 1-4-1989 to 31-5-1997 has to be verified. But the first list enclosed with this letter clearly shows that the 2nd party-workman had worked for 290 days from January, 1997 to December, 1997. This has not been contradicted in any evidence adduced from the side of the 1st Party-Management. Therefore it is to be held that 2nd party-workman had worked with the 1st Party-Management No.2 continuously for more than 240 days during a period of 12 calendar months preceding the date of his disengagement and so he is entitled to the protection of safeguard provided under section 25-F of the Industrial Disputes Act. In view of the above the disengagement of the 2nd Party-workman by the 1st Party-Management No. 2 amounts to retrenchment and the 1st Party-Management No. 2 has acted illegally in terminating the services of the 2nd Party-workman. This action of the 1st Party-Management No. 2 is accordingly held illegal and unjustified. Issue No. 1 is decided against the 1st Party-Management.

ISSUE NO. 2

10. The 2nd Party-workman has claimed reinstatement in service with all service benefits, but since a period of more than 15 years has passed and the work at the Project at Baliapadar has been completed long back where he was engaged, he cannot be given the relief of reinstatement. However an appropriate compensation can be awarded to him for his arbitrary and illegal retrenchment by the 1st Party-Management without complying the provisions of Section 25-F and 25-G of the Industrial Disputes Act, besides the benefits accrued to him under section 25-F of the aforesaid Act. Therefore it is ordered that the 1st Party-Management No. 2 shall pay rupees one lakh as compensation to the 2nd Party-workman in lieu of reinstatement in service and also wages of one month for notice period and retrenchment compensation equivalent to 15 days average pay for every completed year of continuous service or any part thereof in excess of six months within a period of three months from the date of publication of award. He shall also be offered re-

employment by the 1st Party-Management No. 2 in case any casual worker is employed by it in future in accordance with the provisions of the Section 25-H of the Industrial Disputes Act, 1947.

11. The reference is answered accordingly.

J. SRIVASTAVA, Presiding Officer

नई दिल्ली, 30 जुलाई, 2013

का.आ. 1810.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार डायरेक्टर, माइक्रोवेव (मेन्टीनेन्स) ई.टी.आर. एण्ड अर्दस के प्रबंधतत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय भुवनेश्वर के पंचाट (संदर्भ संख्या 277/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-07-2013 को प्राप्त हुआ था।

[सं. एल-40012/06/1999-आईआर(डीयू)]

सोम नाथ, अनुभाग अधिकारी

New Delhi, the 30th July, 2013

S.O. 1810.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 277/2001) of the Central Government Industrial Tribunal-cum Labour Court, Bhubaneswar as shown in the Annexure, in the industrial dispute between the employers in relation to the management of The Director, Microwave (Maintenance) ETR & Others and their workman, which was received by the Central Government on 15-07-2013.

[No. L-40012/06/1999-IR(DU)]

SOM NATH, Section Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BHUBANESWAR

Present : SHRI J. SRIVASTAVA, Presiding Officer
CGIT-cum-Labour Court, Bhubaneswar

Tr. Industrial Dispute Case No. 277/2001

Date of Passing Award—1st March, 2013

Between :

1. The Director, Microwave (Maintenance),
ETR, Microwave Campus, Unit-III,
Bhubaneswar (Orissa)-751 012.

2. Director, Microwave (Projects),
ETR, Plot No. 82, Sahid Nagar,
Bhubaneswar (Orissa)-751 007

... 1st Party Managements

And

Their Workman Shri Niranjan Sabat
C/o Lalit Kumar Nayak, President, Orissa
Telecom Microwave Mazdoor Sangha,
At. Ruguripara, Po./Dist. Bolangir,
Orissa-767 001

...2nd Party Workman

Appearances:

M/s. J. K. Nayak, ... For the 1st Party
Advocate. Managements.

M/s. Mishra ... For the 2nd Party-
Advocate. Workman.

AWARD

The Government of India in the Ministry of Labour in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act has referred an industrial dispute existing between the employers in relation to the management of the Director, Microwave (Maintenance)/ Director Microwave (Projects), Telecom Deptt. and their workman *vide* Letter No. L-40012/6/99/IR(DU) dated 19/21-07-1999 in respect of the following matter :

“Whether the action of the management of Project Division/Maintenance Division, Deptt. of Telecommunications by terminating the services of Sh. Niranjan Sabat is legal & justified ? If not, to what relief the workman is entitled ?

2. The 2nd Party-workman in pursuance of the letter of reference has filed his statement of claim stating that the Government of India in the Ministry of Communication through its Department of Telecommunications runs Microwave system of telecommunication in the whole country. For convenience of administration, the entire industry is divided into Projects and Maintenance which form an integral and inseparable activity of the Government Department which ultimately operates in circle. In both the works of project and maintenance departmental workers are engaged on daily rate of wages until they or any of them get absorbed in the regular rolls of the Management. The Project work and so also the Maintenance work are not confined to specific areas or locations, but reveal a continuity of the locations of activities geographically. The workers engaged in the Project or in the Maintenance work get shifted from place to place as per work requirement even orally or through telephonic message. These daily rated workers are exploited in payment of wages, denial of over time wages, weekly holidays, annual leave etc.

3. The 2nd Party-workman was engaged initially on 1-4-1989 and was placed under the Microwave (Projects) at different stations and finally at Purushotampur

Station under the Bhubaneswar Division till 31-5-1997. On completion of project work there he was assigned duties in the Maintenance work at the same station where he continued till 29-12-1997. Thereafter he was refused employment and was forced to vacate the said station with the help of police. He like other workers was not paid his earned wages for which he moved various authorities including the Assistant Labour Commissioner (Central), Bhubaneswar with the help of his trade union. After several approaches to the Management as also to the Government authorities he along with other nine workers were paid their earned wages with effect from 1-6-1997 till the date of refusal of employment. But they were denied further employment in between 24-12-1997 to 29-12-1997 i.e. from their respective dates of refusal of employment. The 2nd Party-workman had put in about nine years of continuous service under the 1st Party-Management, but he was neither paid any retrenchment compensation or other benefits under law nor any consideration was made for his length of service and inter-se seniority amongst workers of the same category. The said refusal was manifestly illegal, arbitrary and unjustified and cannot be sustained in law. Junior workers to him in the same category were continued in employment. Conciliation proceedings before the Assistant Labour Commissioner (Central), Bhubaneswar were taken up through the Trade Union in respect of all the ten similarly situated workmen collectively which ultimately failed and the present reference was made by the Government on consideration of failure report submitted by the Assistant Labour Commissioner (Central), Bhubaneswar. The action of the 1st Party-Management in terminating the services of the workmen is violative of Section 25-N, 25-F 25-G and 25-H of the Industrial Disputes Act. The Project work and also the Maintenance work of the projects being a continuous activity of the 1st Party-Management, there could be no justification to terminate the service of the workmen. The 1st Party-Management has also not taken into consideration the award passed in Tr. I.D. Case No. 268/2001 in which 158 workmen with similar history of employment under the 1st Party-Management were given temporary status and are still continuing in employment. This disparity in treatment with an attitude of inhumanity and cruelty is highly condemnable and therefore the workmen are entitled to the relief of reinstatement with all service benefits.

4. The 1st Party-Management No. 1 in its written statement has averred that the reference is not maintainable against the 1st Party-Management No. 1 as the 2nd Party-workman is not the employee of the 1st Party-Management No. 1. He was never engaged in the Microwave Maintenance Division by the Director or other officers of the Maintenance Division. So the question of termination of service by the Management of Microwave Maintenance Division does not arise at all. The Microwave Project and Maintenance are two separate and independent wings of the Telecom Department being controlled by two different

Chief General Managers. These two units have got no recruiting power. They get their working staff on deputation basis from their respective territorial Telecom Circle/ District. However sometimes some works are carried out by them through contractors or through casual workers on contract basis. The 1st Party-Management No. 1 has never taken the 2nd Party-workman from the 1st Party-Management No. 2 i.e. the Director Microwave Projects Division as there is no such rule or provision in the Department to make over or take over any working force from the Project to Maintenance or vice versa. The Project work throughout Orissa is done through different project divisions and after completion of the project work the systems are handed over to the Maintenance Division. The casual labourers engaged in one Project Division cannot be engaged in another Maintenance Division simultaneously and they are never taken by the Maintenance Division after closure of the project work. Infact the Maintenance work of different stations are generally managed by the respective JTOs/SDEs/DEs by existing regular staffs. Further no casual labour is engaged against any R.M./Group-D vacancies. Since 1997, the department is carrying out the departmental work through registered contractors whenever necessary as per the DoT order/instruction. The said order emphasizes that due to ban order any kind of casual engagement should not be made and departmental works should be done through contractors. The averments of the 2nd Party-workman regarding engagement and payment of wages by the Maintenance division is a blatant lie. The other averments are also denied. It is well settled by the Hon'ble Supreme Court that a Project worker has no right to continue after closure of the Project. Similar is the situation in the present case. The 158 workmen in Tr. I.D. Case No. 268/2001 are not continuing under the Management of the Director, Microwave Maintenance Division. They are being deployed by the contractor, M/s. Oriental Security Service in different stations as per contract with the 1st Party-Management No.1 and are paid by the Oriental Security Services. There is no employer and employee relationship between the 1st Party-Management No.1 and the 2nd Party-workman and also with 158 workmen of the said I.D. Case.

5. The 1st Party-Management No. 2 has stated in his written statement that Microwave Project is an organization of Telecom Deptt. (now Bharat Sanchar Nigam Limited) and is being managed by the Chief General Manager, Telecom Project, Calcutta. To run the Telecom Project all the employees are pulled up from the existing strength of regular employees of the Department of Telecom. The Director, Microwave Project, Bhubaneswar has no power to recruit the employees of any cadre. Therefore the question of appointment or reinstatement of the 2nd Party-workman by the 1st Party-Management No. 2 does not arise. It has further been stated that during the continuance of the Project work some casual workers are used to be engaged by the site in-charge on as and when required basis for miscellaneous work since the

work of the project is not of perennial nature. After closure of the Project work the Maintenance Division used to maintain the systems and stations by taking staff from Telecom Circle on deputation. The 1st Party-Management No.1 never takes any casual worker from the Project except on few occasions for a short period. After closure of the Project no work is available for the casual workers. Therefore their engagement used to go along with the closure of the Project. The casual workers engaged in one Project Division cannot be engaged in the Maintenance Division. Further no casual labour is engaged against any R.M./Group-D vacancies. The DoT has banned the engagement of casual labourer since 30-3-1985 and till now it is continuing. The 2nd Party-workman was paid his wages till 31-5-1997 when the Project at Purushotampur was completed and handed over to the Maintenance Wing. Since no work was available after 31-5-1997 the 2nd Party-workman was not provided with any work. But when the 2nd Party-workman created disturbances at the site with the staff of the Maintenance Division and did not vacate the premises he was forced to vacate the premises with the help of the police. However on the intervention of the Assistant Labour Commissioner (Central) the Project Division had paid wages to the workman till 29-12-1997, though he was not engaged at the site from 1-6-1997 to 29-12-1997. All the alleged workmen of the Tr. I.D. Case No. 272/01 to 281/01 were engaged in Project Division at Aska, Purushotampur, Balipadar and Digapahandi. The Project work at these places has also been completed and the stations have been handed-over to the Director, (Maintenance) ETR, Bhubaneswar in the year 1996/1997. Hence the question of continuance of casual labourers of the Project in Maintenance Division does not arise. Neither there is any requirement of casual labourers nor any vacancy exists in the Maintenance Division. In view of the above the relief sought for by the claimant is devoid of merit and liable to be rejected.

6. The 2nd Party-workman has submitted para-wise reply to the averments of the 1st party-Management No.1 and 2 made in their written statement by filing rejoinder and denied their allegations.

7. On the pleadings of the parties following issues were framed by my learned predecessor.

ISSUES

1. Whether the action of the 1st Party-Management by terminating the services of Shri Niranjan Sabat is legal and justified ?
2. To what relief the 2nd Party-workman is entitled ?
3. The 1st Party-Management has examined only one witness namely, Shri Nabaghana Panda as M.W.-1 and relied on eight documents marked as Ext.-A to H,

while the 2nd Party-workman has examined two witnesses, namely, Shri Prakash Chandra Patel as W.W.-1 and Shri Niranjan Sabat, the workman himself as W.W.-2 and relied on, several documents marked as Ext.-1 to 30/1.

FINDINGS

ISSUE No. 1

9. From the facts brought-out in the pleadings and evidence led by the parties it is undisputedly revealed that the 2nd Party-workman was engaged as casual labourer under the 1st Party-Management No. 2 on 1-4-1989 and worked at different stations and lastly at Purushotampur Station under the Bhubaneswar Division till 31-5-1997. During this period he worked throughout under the 1st Party-Management No.2 and was never entrusted with any work under the 1st Party-Management No. 1 i.e. Director, Microwave (Maintenance) Division. The 2nd party-workman has alleged that on completion of the Project work at Purushotampur station he was assigned duties in the Maintenance work at the same station where he continued till 29-12-1997. Thereafter he was refused employment and steps were taken to get vacated the said station with the help of the police. The 1st Party-Management No. 1 and 2 have denied the assignment of any duties to the 2nd Party-workman in the Maintenance Division. There is no written order or documentary proof that the 2nd Party-workman was assigned the duties in the Maintenance work at the Purushotampur Station after 31-5-1997, but it is an admitted fact that the 2nd Party-workman remained located at Purushotampur station till 29-12-1997 and on the intervention of the Assistant Labour Commissioner (Central), Bhubaneswar the 2nd Party-workman and nine other similarly situated workmen were paid wages from 1-6-1997 to 29-12-1997 or till the date they remained stationed at their respective stations by the 1st Party- Management No. 2. Ext.-5 filed by the 2nd Party-workman shows that the matter of 2nd Party-workman and similarly situated nine other workmen for taking them into the Maintenance Division was pursued at Head Office level by Deputy General Manager (Administration) Telecom, but these workmen were not taken by the Maintenance Division and their requests were turned down as is revealed from Ext.-6. Thus they were finally refused employment. Therefore it cannot be accepted that the 2nd Party-workman and similarly situated nine other workmen were engaged or deputed in the Maintenance work and therefore they cannot claim any right for employment in Maintenance Division. But apart from that the 2nd Party-workman and the other similarly situated nine workmen, who are also said to have rendered continuous service of 240 days or more have got a vested right to continue in the job unless retrenched after following the provisions of Section 25-F of the Industrial Disputes Act, which says that "no workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer shall be retrenched by that employer until - the workman has been given one month's notice in writing indicating the reasons

for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of notice and the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay for every completed year of continuous service or any part thereof in excess of six months". Admittedly the 1st Party-Management has not complied with the provisions of Section 25-F of the Industrial Disputes Act. Therefore the retrenchment of the 2nd party-workman who has rendered nearly nine years of continuous service is illegal being in breach of aforesaid provision of law. Ext.-30/1 shows that the 2nd Party-workman whose name is entered at Sl. No. 10 had rendered 290 days' work during January, 1997 to December, 1997 the month-wise break up of which has not been given. The 2nd party-workman has specifically stated in his re-examination in chief on 29-6-2006 that "I was refused employment on 28-12-1997 though by then I had rendered continuous service for more than 240 days in each previous years". He has further stated that "I was in continuous employment for more than 290 days during January, 1997 to December, 1997." There is no specific denial of this fact from the side of the Management either in the pleadings or in any documents filed by it. Therefore it cannot be said that the 1st Party-Management has acted legally in terminating the services of the 2nd Party-workman. In view of the above the action of the 1st Party-Management in terminating the services of Shri Nirajan Sabat, the 2nd Party-workman cannot be held to be legal and justified. Issue No. 1 is decided against the 1st Party-Management.

ISSUE NO. 2

10. The 2nd Party-workman has claimed reinstatement in service with all service benefits, but since a period of more than 15 years has passed and the work at the Project at Purushotampur has been completed long back where he was engaged, he cannot be given the relief of reinstatement. However an appropriate compensation can be awarded to him for his arbitrary and illegal retrenchment by the 1st Party-Management without complying the provisions of Section 25-F and 25-G of the Industrial Disputes Act, besides the benefits accrued to him under Section 25-F of the aforesaid Act. Therefore it is ordered that the 1st Party-Management No. 2 shall pay rupees one lakh as compensation to the 2nd Party-workman in lieu of reinstatement in service and also wages of one month for notice period and retrenchment compensation equivalent to 15 days average pay for every completed year of continuous service or any part thereof in excess of six months within a period of three months from the date of publication of award. He shall also be offered re-employment by the 1st Party-Management No. 2 in case any casual worker is employed by it in future in accordance with the provisions of the Section 25-H of the Industrial Disputes Act, 1947.

11. The reference is answered accordingly.

J. SRIVASTAVA, Presiding Officer

नई दिल्ली, 30 जुलाई, 2013

का.आ. 1811.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार ड्राइरेक्टर, माइक्रोवेव (मेन्टीनेन्स) ई.टी.आर. एण्ड अदर्स के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, भुवनेश्वर के पंचाट (संदर्भ संख्या 278/2001) को प्रकाशित करती है जो केन्द्रीय सरकार को 15-7-2013 को प्राप्त हुआ था।

[सं. एल-40012/09/1999-आई आर (डीयू)]

सोम नाथ, अनुभाग अधिकारी

New Delhi, the 30th July, 2013

S.O. 1811.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref No. 278/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of The Director, Microwave (Maintenance) ETR & Others and their workman, which was received by the Central Government on 15-7-2013.

[No. L- 40012/09/1999-IR(DU)]

SOM NATH, Section Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BHUBANESWAR

Present:

Shri J. Srivastava,
Presiding Officer, C.G.I.T.-cum-Labour Court,
Bhubaneswar.

Tr. Industrial Dispute Case No. 278/2001

Date of Passing Award - 28th February, 2013

Between :

1. The Director, Microwave
(Maintenance), ETR,
Microwave Campus,
Unit - III, Bhubaneswar (Orissa) -751 012
2. Director, Microwave (Projects),
ETR, Plot No. 82, Sahid Nagar,
Bhubaneswar
(Orissa) -751 007 ... 1st Party-Managements.

And

Their workman Shri Prakash
Chandra Badatya,
C/o. Lalit Kumar Nayak,
President, Orissa Telecom
Microwave Mazdoor Sangha,
At. Ruguripara, PO. Dist. Bolangir,
Orissa -767001. 2nd Party-Workman.

Appearances :

M/s. J.K. Nayak, For the 1st Party
Workman
Advocate.

M/s. S. Mishra, For the 2nd Party
Advocate.
Workman.

AWARD

The Government of India in the Ministry of Labour in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2,A of Section 10 of the Industrial Disputes Act has referred an industrial dispute existing between the employers in relation to the management of the Director, Microwave (Maintenance)/ Director Microwave (Projects) Telecom and their workman vide Letter No. L-40012/9/99-IR(DU) dated 19/21.07.1999 in respect of the following matter :

Whether the action of the management of Project Division/Maintenance Division, Deptt. of Telecommunications by terminating the services of Shri Prakash Chandra Badatya is legal & justified? If not, to what relief the workman is entitled?

2. The 2nd Party-workman in pursuance of the letter of reference has filed his statement of claim stating that the Government of India in the Ministry of Communication through its Department of Telecommunications runs Microwave system of telecommunication in the whole country. For convenience of administration, the entire industry is divided into Projects and Maintenance which form an integral and inseparable activity of the Government Department which ultimately operates in circle. In both the works of project and maintenance departmental workers are engaged on daily rate of wages until they or any of them get absorbed in the regular rolls of the Management. The Project work and so also the Maintenance work are not confined to specific areas or locations, but reveal a continuity of the locations of activities geographically. The workers engaged in the Project or in the Maintenance work get shifted from place to place as per work requirement even orally or through telephonic message. These daily rated workers are exploited in payment of wages, denial of over time wages, weekly holidays, annual leave etc.

3. The 2nd Party-workman was engaged initially on 1.4.1989 and was placed under the Microwave (Projects)

at different stations and finally at Digapahandi Station under the Bhubaneswar Division till 31-5-1997. On completion of project work there he was assigned duties in the ' Maintenance work at the same station where he continued till 24.12.1997. Thereafter he was refused employment and was forced to vacate the said station with the help of police. He like other workers was not paid his earned wages for which he moved various authorities including the Assistant Labour Commissioner (Central), Bhubaneswar with the help of his trade union. After several approaches to the Management as also to the Government authorities he along with other nine workers were paid their earned wages with effect from 1-6-1997 till the date of refusal of employment. But they were denied further employment in between 24-12-1997 to 29-12-1997 i.e. from their respective dates of refusal of employment. The 2nd Party-workman had put in about nine years of continuous service under the 1st Party-Management, but he was neither paid any retrenchment compensation or other benefits under law nor any consideration was made for his length of service and inter-se seniority amongst workers of the same category. The said refusal was manifestly illegal, arbitrary and unjustified and cannot be sustained in law. Junior workers to him in the same category were continued in employment. Conciliation proceedings before the Assistant Labour Commissioner, (Central), Bhubaneswar were taken up through the Trade Union in respect of all the ten similarly situated workmen collectively which ultimately failed and the present reference was made by' the Government on consideration of failure report submitted by the Assistant Labour Commissioner (Central), Bhubaneswar. The action of the 1st Party-Management in terminating the services of the workmen is violative of Section 25-N, 25-F, 25-G and 25-H of the Industrial Disputes Act. The Project work and also the Maintenance work of the projects being a continuous activity of the 1st Party-Management, there could be no justification to terminate the service of the workmen. The 1st Party- Management has also not taken into consideration the award passed in Tr. I.D. Case No. 268/2001 in which 158 workmen with similar history of employment under the 1st Party-Management were given temporary status and are still continuing in employment. This disparity in treatment with an attitude of inhumanity and cruelty is highly condemnable and therefore the workmen are entitled to the relief of reinstatement with all service benefits.

4. The 1st Party-Management No.1 in its written statement has averred that the reference is not maintainable against the 1st Party-Management No. 1 as the 2nd Party-workman is not the employee of the 1st Party-Management No. 1. He was never engaged in the Microwave Maintenance Division by the Director and other officers of the Maintenance Division. So the question of termination of service by the Management of Microwave

Maintenance Division does not arise at all. The Microwave Project and Maintenance are two separate and independent wings of the Telecom Department being controlled by two different Chief General Managers. These two units have got no recruiting power. They get their working staff on deputation basis from their respective territorial Telecom Circle/District. However sometimes some works are carried out by them through contractors or through casual workers on contract basis. The 1st Party-Management No.1 has never taken the 2nd Party-workman from the 1st Party-Management No. 2 i.e. the Director Microwave Projects Division as there is no such rule or provision in the Department to make over or take over any working force from the Project to Maintenance or vice versa. The Project work through-out Orissa is done through different project divisions and after completion of the project work the systems are handed over to the Maintenance Division. The casual labourers engaged in one Project Division cannot be engaged in another Maintenance Division simultaneously and they are never taken by the Maintenance Division after closure of the project work. Infact the Maintenance work of different stations are generally managed by the respective JTOs/ SDEs/DEs by existing regular staffs. Further no casual labour is engaged against any R.M./Group-D vacancies. Since 1997, the department is carrying out the departmental work through registered contractors whenever necessary as per the DoT order/instruction. The said order emphasizes that due to ban order any kind of casual engagement should not be made and departmental works should be done through contractors. The averment of the 2nd Party workman regarding engagement and payment of wages by the Maintenance division is a blatant lie. The other averments are also denied. It is well settled by the Hon'ble Supreme Court that a Project worker has no right to continue after closure of the Project. Similar is the situation in the present case. The 158 workmen in Tr. I.D. Case No. 268/2001 are not continuing under the Management of the Director, Microwave Maintenance Division. They are being deployed by the contractor, M/s. Oriental Security Service in different stations as per contract with the 1st Party-Management No.1 and are paid by the Oriental Security Services. There is no employer and employee relationship between the 1st Party- Management No.1 and the 2nd Party-workman and also with 158 of the said I.D. Case.

5. The 1st Party-Management No. 2 has stated in his written statement that Microwave Project is an organization of Telecom Deptt. (now Bharat Sanchar Nigam Limited) and is being managed by the Chief General Manager, Telecom Project, Calcutta. To run the Telecom Project all the employees are pulled up from the existing strength of regular employees of the Department of Telecom. The Director, Microwave Project, Bhubaneswar has no power to recruit the employees of any cadre. Therefore the question of appointment or reinstatement of the 2nd Party-workman by the 1st Party-Management No.2 does not

arise. It has further been stated that during the continuance of the Project work some casual workers are used to be engaged by the site in-charge on as and when required basis for miscellaneous work since the work of the project is not of perennial nature. After closure of the Project work the Maintenance Division used to maintain the systems and stations by taking staff from Telecom Circle on deputation. The 1st Party-Management No.1 never takes any casual worker from the Project except on few occasions for a short period. After closure of the Project no work is available for the casual workers. Therefore their engagement used to go along with the closure of the Project. The casual workers engaged in one Project Division cannot be engaged in the Maintenance Division. Further no casual labour is engaged against any R.M./ Group-D vacancies. The DoT has banned the engagement of casual labourer since 30.3.1985 and till now it is continuing. The 2nd Party-workman was paid his wages till 31.5.1997 when the Project at Digapahandi was completed and handed over to the Maintenance Wing. Since no work was available after 31.5.1997 the 2nd Party-workman was not provided with any work. But when the 2nd Party- workman created disturbances at the site with the staff of the Maintenance Division and did not vacate the premises he was forced to vacate the premises with the help of the police. However on the intervention of the Assistant Labour Commissioner (Central) the Project Division had paid wages to the workman till 24.12.1997, though he was not engaged at the site from 1.6.1997 to 24.12.1997. All the alleged workmen of the Tr. I.D. Case No. 272/01 to 281/01 were engaged in Project Division at Aska, Purushotampur, Baliaendar and Digapahandi. The Project work at these, places has also been completed and the stations have been handed-over to the Director, (Maintenance) ETR, Bhubaneswar in the year 1996/1997. Hence the question of continuance of casual labourers of the Project in Maintenance Division does not arise. Neither there is any requirement of casual labourers nor any vacancy exists in the Maintenance Division. In view of the above the relief sought for by the claimant is devoid of merit and liable to be rejected.

6. The 2nd Party-workman has submitted parawise reply to the averments of the 1st party-Management No.1 and 2 made in their written statement by filing rejoinder and denied their allegations.

7. On the pleadings of the parties following issues were framed by my learned predecessor

ISSUES

1. Whether the action of the 1st Party- Management by terminating the services of Shri Prakash Chandra Badatya is legal and justified?
2. To what relief the 2nd Party-workman is entitled?

8. The 1st Party-Management has examined only one witness namely, Shri Nabaghana Panda as M.W.-1 and relied on eight documents marked as Ext.-A to H, while the 2nd Party-workman has examined two witnesses, namely, Shri Prakash Chandra Patel as W.W.-1 and Shri Prakash Chandra Badatya, the workman himself as W.W.-2 and relied on several documents marked as Ext.-1 to 30.

FINDINGS

ISSUE NO.1

9. From the facts brought out in the pleadings and evidence led by the parties it is undisputedly revealed that the 2nd Party-workman was engaged as casual labourer under the 1st Party-Management No.2 on 1.9.1989 and worked at different stations and lastly at Digapahandi Station under the Bhubaneswar Division till 31.5.1997. During this period he worked throughout under the 1st Party-Management No.2 and was never entrusted with any work under the 1st Party-Management No.1, i.e. Director, Microwave (Maintenance) Division. The 2nd party-workman has alleged that on completion of the Project work at Digapahandi station he was assigned duties in the Maintenance work at the same station where he continued till 24.12.1997. Thereafter he was refused employment and steps were taken to get vacated the said station with the help of the police. The 1st Party-Management No.1 and 2 have denied the assignment of any duties to the 2nd Party-workman in the Maintenance Division. There is no written order or documentary proof that the 2nd Party-workman was assigned the duties in the Maintenance work at the Digapahandi Station after 31.5.1997, but it is an admitted fact that the 2nd Party-workman remained located at Digapahandi station till 24.12.1997 and on the intervention of the Assistant Labour Commissioner (Central), Bhubaneswar the 2nd Party-workman and nine other similarly situated workmen were paid wages from 1.6.1997 to 29.12.1997 or till the date they remained stationed at their respective stations by the 1st Party-Management No.2. Ext.-5 filed by the 2nd Party-workman shows that the matter of 2nd Party-workman and similarly situated nine other workmen for taking them into the Maintenance Division was pursued at Head Office level by Deputy General Manager (Administration) Telecom, but these workmen were not taken by the Maintenance Division and their requests were turned down as is revealed from Ext.-6. Thus they were finally refused employment. Therefore it cannot be accepted that the 2nd Party-workman and similarly situated nine other workmen were engaged or deputed in the Maintenance work and therefore they cannot claim any right for employment in Maintenance Division. But apart from that the 2nd Party-workman and the other similarly situated nine workmen,

who are also said to have rendered continuous service of 240 days or more have got a vested right to continue in the job unless retrenched after following the provisions of Section 25-F of the Industrial Disputes Act, which says that “no workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until - the workman has been given one month’s notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of notice and the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days’ average pay for every completed year of continuous service or any part thereof in excess of six months”. Admittedly the 1st Party-Management has not complied with the provisions of section 25-F of the Industrial Disputes Act. Therefore the retrenchment of the 2nd party-workman who has rendered nearly nine years of continuous service is illegal being in breach of aforesaid provision of law. Ext.-30 shows that the 2nd Party-workman whose name is entered at S1. No. 18 in the enclosed list Ext.-30/1 had rendered 268 days work during 1996-1997, the month-wise break up of which has not been given. The 2nd party-workman has specifically stated in his re-examination-in-chief on 31.8.2006 that he had worked for more than 240 days during 1996-97. There is no specific denial of this fact from the side of the Management either in the pleadings or in any documents filed by it. Therefore it cannot be said that the 1st Party-Management has acted legally in terminating the services of the 2nd Party-workman. In view of the above the action of the 1st Party-Management in terminating the services of Shri Prakash Chandra Badatya, the 2nd Party-workman cannot be held to be legal and justified. Issue No.1 is decided against the 1st Party-Management.

ISSUE NO.2

10. The 2nd Party-workman has claimed reinstatement in service with all service benefits, but since a period of more than 15 years has passed and the work at the Project at Digapahandi has been completed long back where he was engaged, he cannot be given the relief of reinstatement. However an appropriate compensation can be awarded to him for his arbitrary and illegal retrenchment by the 1st Party-Management without complying the provisions of Section 25-F and 25-G of the Industrial Disputes Act, besides the benefits accrued to him under section 25-F of the aforesaid Act. Therefore it is ordered that the 1st Party-Management No. 2 shall pay rupees one lakh as compensation to the 2nd party-workman in lieu of reinstatement in service and also wages of one month for notice period and retrenchment compensation

equivalent to 15 days' average pay for every completed year of continuous service or any part thereof in excess of six months within a period of three months from the date of publication of award. He shall also be offered re-employment by the 1st Party-Management No. 2 in case any casual worker is employed by it in future in accordance with the provisions of Section 25-H of the Industrial Disputes Act, 1947.

11. The reference is answered accordingly.

J. SRIVASTAVA, Presiding Officer

नई दिल्ली, 30 जुलाई, 2013

का.आ. 1812.—**औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार ड्राइरेक्टर, माइक्रोवेव (मेन्टीनेन्स) ई.टी.आर. एण्ड अर्डस के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, भुवनेश्वर के पंचाट (संदर्भ संख्या 279/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-7-2013 को प्राप्त हुआ था।**

[सं. एल-40012/11/1999-आईआर(डीयू)]

सोम नाथ, अनुभाग अधिकारी

New Delhi, the 30th July, 2013

S.O. 1812.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref No. 279/2001) of the Central Government Industrial Tribunal -cum - Labour Court, Bhubaneswar as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the Director, Microwave (Maintenance) ETR & Others and their workman, which was received by the Central Government on 15-7-2013.

[No. L- 40012/11/1999-IR(DU)]

SOM NATH, Section Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL- CUM-LABOUR COURT, BHUBANESWAR

Present:

Shri J. Srivastava,
Presiding Officer, C.G.I.T.-cum-Labour Court,
Bhubaneswar.

Tr. Industrial Dispute Case No. 279/2001

Date of Passing Award - 25th February, 2013

Between :

1. The Director, Microwave
(Maintenance), ETR,
Microwave Campus,
Unit -III, Bhubaneswar (Orissa)- 751 012.

2. Director, Microwave (Projects),
ETR, Plot No. 82, Sahid Nagar,
Bhubaneswar
(Orissa)-751 007, . . . 1st Party-Managements.

And

Their workman Shri Pramod
Kumar Panigrahi,
C/o. Lalit Kumar Nayak,
President, Orissa Telecom
Microwave Mazdoor Sangha,
At. Ruguripara, PO. Dist. Bolangir,
Orissa -767001 . . . 2nd Party-Workman.

Appearances :

M/s. J.K. Nayak . . . For the 1st Party
Advocate. Managements

M/s. S. Mishra . . . For the 2nd Party
Advocate. Workman

AWARD

The Government of India in the Ministry of Labour in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act has referred an industrial dispute existing between the employers in relation to the management of the Director, Microwave (Maintenance)/Director Microwave (Projects) Telecom and their workman vide Letter No. L-40012/11/99-IR(DU) dated 19/21-07-1999 in respect of the following matter :

Whether the action of the management of Project Division/Maintenance Division, Deptt. of Telecommunications by terminating the services of Shri Pramod Kumar Panigrahi is legal & justified? If not, to what relief the workman is entitled?

2. The 2nd Party-workman in pursuance of the letter of reference has filed his statement of claim stating that the Government of India in the Ministry of Communication through its Department of Telecommunications runs Microwave system of telecommunication in the whole country. For convenience of administration, the entire industry is divided into Projects and Maintenance which form an integral and inseparable activity of the Government Department which ultimately operates in circle. In both the works of project and maintenance departmental workers are engaged on daily rate of wages until they or any of them get absorbed in the regular rolls of the Management. The Project work and so also the Maintenance work are not confined to specific areas or locations, but reveal a continuity of the locations of activities geographically. The workers engaged in the Project or in the Maintenance work get shifted from place to place as per work requirement even orally or through

telephonic message. These daily rated workers are exploited in payment of wages, denial of over time wages, weekly holidays, annual leave etc.

3. The 2nd Party-workman was engaged initially on 1-4-1989 and was placed under the Microwave (Projects) at different stations and finally at Aska Station under the Bhubaneswar Division till 31-5-1997. On completion of project work there he was assigned duties in the Maintenance work at the same station where he continued till 29-12-1997. Thereafter he was refused employment and was forced to vacate the said station with the help of police. He like other workers was not paid his earned wages for which he moved various authorities including the Assistant Labour Commissioner (Central), Bhubaneswar with the help of his trade union. After several approaches to the Management as also to the Government authorities he along with other nine workers were paid their earned wages with effect from 1-6-1997 till the date of refusal of employment. But they were denied further employment in between 24-12-1997 to 29-12-1997 i.e. from their respective dates of refusal of employment. The 2nd Party-workman had put in about nine years of continuous service under the 1st Party-Management, but he was neither paid any retrenchment compensation or other benefits under law nor any consideration was made for his length of service and inter-se-seniority amongst workers of the same category. The said refusal was manifestly illegal, arbitrary and unjustified and cannot be sustained in law. Junior workers to him in the same category were continued in employment. Conciliation proceedings before the Assistant Labour Commissioner, (Central), Bhubaneswar were taken up through the Trade Union in respect of all the ten similarly situated workmen collectively which ultimately failed and the present reference was made by the Government on consideration of failure report submitted by the Assistant Labour Commissioner (Central), Bhubaneswar. The action of the 1st Party-Management in terminating the services of the workmen is violative of Section 25-N, 25-F, 25-G and 25-H of the Industrial Disputes Act. The Project work and also the Maintenance work of the projects being a continuous activity of the 1st Party-Management, there could be no justification to terminate the service of the workmen. The 1st Party- Management has also not taken into consideration the award passed in Tr. J.D. Case No. 268/2001 in which 158 workmen with similar history of employment under the 1st Party-Management were given temporary status and are still continuing in employment. This disparity in treatment with an attitude of inhumanity and cruelty is highly condemnable and therefore the workmen are entitled to the relief of reinstatement with all service benefits.

4. The 1st Party-Management No.1 in its written statement has averred that the reference is not maintainable against the 1st Party-Management No. 1 as the 2nd Party-

workman is not the employee of the 1st Party- Management No. 1. He was never engaged in the Microwave Maintenance Division by the Director and other officers of the Maintenance Division. So the question of termination of service by the Management of Microwave Maintenance Division does not arise at all. The Microwave Project and Maintenance are two separate and independent wings of the Telecom Department being controlled by two different Chief General Managers. These two units have got no recruiting power. They get their working staff on deputation basis from their respective territorial Telecom Circle/District. However sometimes some works are carried out by them through contractors or through casual workers on contract basis. The 1st Party- Management No.1 has never taken the 2nd Party-workman from the 1st Party-Management No.2 i.e. the Director Microwave Projects Division as there is no such rule or provision in the Department to make over or take over any working force from the Project to Maintenance or vice versa. The Project work through-out Orissa is done through different project divisions and after completion of the project work the systems are handed over to the Maintenance Division. The casual labourers engaged in one Project cannot be engaged in another Maintenance Division simultaneously and they are never taken by the Maintenance Division after closure of the project work. Infact the Maintenance work of different stations are generally managed by the respective JTOs/SDEs/DEs by existing regular staffs. Further no casual labour is engaged against any R.M./Group- D vacancies. Since 1997, the department is carrying out the departmental work through registered contractors whenever necessary as per the DoT order/instruction. The said order emphasizes that due to ban order any kind of casual engagement should not be made and departmental works should be done through contractors. The averments of the 2nd Party workman regarding engagement and payment of wages by the Maintenance division is a blatant lie. The other averments are also denied. It is well settled by the Hon'ble Supreme Court that a Project worker has no right to continue after closure of the Project. Similar is the situation in the present case. The 158 workmen in Tr. I.D. Case No. 268/2001 are not continuing under the Management of the Director, Microwave Maintenance Division. They are being deployed by the contractor, M/s. Oriental Security Service in different stations as per contract with the 1st Party- Management No.1 and are paid by the Oriental Security Services. There is no employer and employee relationship between the 1st Party- Management No.1 and the 2nd Party-workman and also with 158 workmen in the said. I.D. Case .

5. The 1st Party-Management No. 2 has stated in his written statement that Microwave Project is an organization of Telecom Deptt. (now Bharat Sanchar Nigam Limited) and is being managed by the Chief General Manager, Telecom Project, Calcutta. To run the Telecom Project all

the employees are pulled up from the existing strength of regular employees of the Department of Telecom. The Director, Microwave Project, Bhubaneswar has no power to recruit the employees of any cadre. Therefore the question of appointment or reinstatement of the 2nd Party-workman by the 1st Party-Management No. 2 does not arise. It has further been stated that during the continuance of the Project work some casual workers are used to be engaged by the site in-charge on as and when required basis for miscellaneous work since the work of the project is not of perennial nature. After closure of the Project work the Maintenance Division used to maintain the systems and stations by taking staff from Telecom Circle on deputation. The 1st Party-Management No.1 never takes any casual worker from the Project except on few occasions for a short period. After closure of the Project no work is available for the casual workers. Therefore their engagement used to go along with the closure of the Project. The casual workers engaged in one Project Division cannot be engaged in the Maintenance Division. Further no casual labour is engaged against any R.M./ Group-D vacancies. The DoT has banned the engagement of casual labourer since 30-3-1985 and till now it is continuing. The 2nd Party-workman was paid his wages till 31-5-1997 when the Project at Aska was completed and handed over to the Maintenance Wing. Since no work was available after 31-5-1997 the 2nd Party-workman was not provided with any work. But when the 2nd Party-workman created disturbances at the site with the staff of the Maintenance Division and did not vacate the premises he was forced to vacate the premises with the help of the police. However on the intervention of the Assistant Labour Commissioner (Central) the Project Division had paid wages to the workman till 29-12-1997, though he was not engaged at the site from 1.6.1997 to 29-12-1997. All the alleged workmen of the Tr. I.D. Case No. 272/01 to 281/01 were engaged in Project Division at Aska, Purushotampur, Baliapadar and Digapahandi. The Project work at these places has also been completed and the stations have been handed-over to the Director, (Maintenance) ETR, Bhubaneswar in the year 1996/1997. Hence the question of continuance of casual labourers of the Project in Maintenance Division does not arise. Neither there is any requirement of casual labourers nor any vacancy exists in the Maintenance Division. In view of the above the relief sought for by the claimant is devoid of merit and liable to be rejected.

6. The 2nd Party-workman has submitted para-wise reply to the averments of the 1st party-Management No.1 and 2 made in their written statement by filing rejoinder and denied their allegations.

7. On the pleadings of the parties following issues were framed by my learned predecessor

ISSUES

1. Whether the action of the 1st Party-Management by terminating the services of Shri Pramod Kumar Panigrahi is legal and justified?
2. To what relief the 2nd Party-workman is entitled?
8. The 1st Party-Management has examined only one witness namely, Shri Nabaghana Panda as M.W.-1 and relied on eight documents marked as Ext.-A to H, while the 2nd Party-workman has examined two witnesses, namely, Shri Prakash Chandra Patel as W.W.-1 and Shri Pramod Kumar Panigrahi, the workman himself as W.W.-2 and relied on several documents marked as Ext.-1 to 31.

FINDINGS

ISSUE No. 1

9. From the facts brought out in the pleadings and evidence led by the parties it is undisputedly revealed that the 2nd Party-workman was engaged as casual labourer under the 1st Party-Management No. 2 on 1-4-1989 and worked at different stations and lastly at Aska Station under the Bhubaneswar Division till 31-5-1997. During this period he worked throughout under the 1st Party-Management No. 2 and was never entrusted with any work under the 1st Party-Management No.1, i.e. Director, Microwave (Maintenance) Division. The 2nd party-workman has alleged that on completion of the Project work at Aska station he was assigned duties in the Maintenance work at the same station where he continued till 29-12-1997. Thereafter he was refused employment and steps were taken to get vacated the said station with the help of the police. The 1st Party-Management No.1 and 2 have denied the assignment of any duties to the 2nd Party-workman in the Maintenance Division. There is no written order or documentary proof that the 2nd Party-workman was assigned the duties in the Maintenance work at the Aska Station after 31-5-1997, but it is an admitted fact that the 2nd Party-workman remained located at Aska station till 29-12-1997 and on the intervention of the Assistant Labour Commissioner (Central), Bhubaneswar the 2nd Party-workman and nine other similarly situated workmen were paid wages from 1-6-1997 to 29-12-1997 or till the date they remained stationed at their respective stations by the 1st Party-Management No. 2 Ext.-5 filed by the 2nd Party-workman shows that the matter of 2nd Party-workman and similarly situated nine other workmen for taking them into the Maintenance Division was pursued at Head Office level by Deputy General Manager (Administration) Telecom, but these workmen were not taken by the Maintenance Division and their requests were turned down as is revealed from Ext.-6. Thus they were finally refused employment. Therefore it cannot be accepted that the 2nd Party-workman and similarly situated nine other workmen were engaged or deputed in the Maintenance work and therefore they cannot claim any

right for employment in Maintenance Division. But apart from that the 2nd Party-workman and the other similarly situated nine workmen, who are also said to have rendered continuous service of 240 days or more have got a vested right to continue in the job unless retrenched after following the provisions of Section 25-F of the Industrial Disputes Act, which says that “no workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until—the workman has been given one month’s notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of notice and the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days’ average pay for every completed year of continuous service or any part thereof in excess of six months”. Admittedly the 1st Party-Management has not complied with the provisions of section 25-F of the Industrial Disputes Act. Therefore the retrenchment of the 2nd party-workman who has rendered nearly nine years of continuous service is illegal being in breach of aforesaid provision of law. Ext.-30 shows that the 2nd Party-workman whose name is entered at Sl. No. 11 in the enclosed list Ext.-30/1 had rendered 290 days work during January, 1997 to December, 1997, the month-wise break up of which has not been given. The 2nd party-workman has specifically stated in his cross examination on 10-1-2006 that it is not a fact that, I had never worked continuously for 240 days either under the Project or under the maintenance. There is no specific denial of this fact from the side of the Management either in the pleadings or in any documents filed by it. Therefore, it cannot be said that the 1st Party-Management has acted legally in terminating the services of the 2nd Party-workman. In view of the above the action of the 1st Party-Management in terminating the services of Shri Pramod Kumar Panigrahi, the 2nd Party workman cannot be held to be legal and justified. Issue No.1 is decided against the 1st Party-Management.

ISSUE NO. 2

10. The 2nd Party-workman has claimed reinstatement in service with all service benefits, but since a period of more than 15 years has passed and the work at the Project at Aska has been completed long back where he was engaged, he cannot be given the relief of reinstatement. However an appropriate compensation can be awarded to him for his arbitrary and illegal retrenchment by the 1st Party-Management without complying the provisions of Section 25-F and 25-G of the Industrial Disputes Act, besides the benefits accrued to him under section 25-F of the aforesaid Act. Therefore it is ordered that the 1st Party-Management No. 2 shall pay rupees one lakh as compensation to the 2nd party-workman in lieu of reinstatement in service and also wages of one

month for notice period and retrenchment compensation equivalent to 15 days average pay for every completed year of continuous service or any part thereof in excess of six months within a period of three months from the date of publication of award. He shall also be offered re-employment by the 1st Party-Management No. 2 in case any casual worker is employed by it in future in accordance with the provisions of the Section 25-H of the Industrial Disputes Act, 1947.

11. The reference is answered accordingly.

J. SRIVASTAVA, Presiding Officer

नई दिल्ली, 30 जुलाई, 2013

का.आ. 1813.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार ड्राइरेक्टर, माइक्रोवेव (मेन्टीनेन्स) ई.टी.आर. एण्ड अर्डर्स के प्रबंधित्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, भुवनेश्वर के पंचाट (संदर्भ संख्या 280/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-7-2013 को प्राप्त हुआ था।

[सं. एल-40012/07/1999-आई आर (डीयू)]

सोम नाथ, अनुभाग अधिकारी

New Delhi, the 30th July, 2013

S.O. 1813.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref No. 280/2001) of the Central Government Industrial Tribunal -cum - Labour Court, Bhubaneswar as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of The Director, Microwave (Maintenance) ETR & Others and their workman, which was received by the Central Government on 15-7-2013.

[No. L- 40012/07/1999-IR(DU]

SOM NATH, Section Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BHUBANESWAR

Present:

Shri J. Srivastava,
Presiding Officer, C.G.I.T.-cum-Labour Court,
Bhubaneswar.

Tr. INDUSTRIAL DISPUTE CASE NO. 280/2001

Date of Passing Award - 28th February, 2013

Between :

1. The Director, Microwave
(Maintenance), ETR,

Microwave Campus, Unit - III,
Bhubaneswar (Orissa) 751 012.

2. Director, Microwave (Projects),
ETR, Plot No. 82, Sahid Nagar,
Bhubaneswar
(Orissa) 751 007, ... 1st Party-Managements.
(And)

Their workman Shri Bholanath Pradhan
C/o. Lalit Kumar Nayak,
President, Orissa
Telecom Microwave Mazdoor Sangha,
At. Ruguripara, PO./Dist. Bolangir,
Orissa -767001. ... 2nd Party-Workman.

Appearances :

M/s. J.K. Nayak Advocate.	...For the Ist Party Workman Managements.
M/s. S. Mishra Advocate.	...For the 2nd Party Workman.

AWARD

The Government of India in the Ministry of Labour in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act has referred an industrial dispute existing between the employers in relation to the management of the Director, Microwave (Maintenance)/ Director Microwave (Projects) Telecom and their workman vide Letter No. L-40012/7/99-IR(DU) dated 19/21-7-1999 in respect of the following matter:

Whether the action of the management of Project Division/Maintenance Division, Deptt. of Telecommunications by terminating the services of Shri Bholanath Pradhan is legal and justified ? If not, to what relief the workman is entitled?

2. The 2nd Party-workman in pursuance of the letter of reference has filed his statement of claim stating that the Government of India in the Ministry of Communication through its Department of Telecommunications runs Microwave system of telecommunication in the whole country. For convenience of administration, the entire industry is divided into Projects and Maintenance which form an integral and inseparable activity of the Government Department which ultimately operates in circle. In both the works of project and maintenance departmental workers are engaged on daily rate of wages until they or any of them get absorbed in the regular rolls of the Management. The Project work and so also the Maintenance work are not confined to specific areas or locations, but reveal a continuity of the locations of activities geographically. The workers engaged in the Project or in the Maintenance work get shifted from place to place as per work requirement even orally or through telephonic message. These daily rated workers are exploited in payment of wages, denial of over time wages, weekly holidays, annual leave etc.

3. The 2nd Party-workman was engaged initially on 1-10-1989 and was placed under the Microwave (Projects) at different stations and finally at Digapahandi Station under the Bhubaneswar Division till 31-5-1997. On completion of project work there he was assigned duties in the Maintenance work at the same station where he continued till 24-12-1997. Thereafter he was refused employment and was forced to vacate the said station with the help of police. He like other workers was not paid his earned wages for which he moved various authorities including the Assistant Labour Commissioner (Central), Bhubaneswar with the help of his trade union. After several approaches to the Management as also to the Government authorities he along with other nine workers were paid their earned wages with effect from 1-6-1997 till the date of refusal of employment. But they were denied further employment in between 24-12-1997 to 29-12-1997 i.e. from their respective dates of refusal of employment. The 2nd Party-workman had put in about nine years of continuous service under the 1st Party-Management, but he was neither paid any retrenchment compensation or other benefits under law nor any consideration was made for his length of service and inter-se seniority amongst workers of the same category. The said refusal was manifestly illegal, arbitrary and unjustified and cannot be sustained in law. Junior workers to him in the same category were continued in employment. Conciliation proceedings before the Assistant Labour Commissioner (Central), Bhubaneswar were taken up through the Trade Union in respect of all the ten similarly situated workmen collectively which ultimately failed and the present reference was made by the Government on consideration of failure report submitted by the Assistant Labour Commissioner (Central), Bhubaneswar. The action of the 1st Party-Management in terminating the services of the workmen is violative of Section 25-N, 25-F, 25-G and 25-H of the Industrial Disputes Act. The Project work and also the Maintenance work of the projects being a continuous activity of the 1st Party-Management, there could be no justification to terminate the service of the workmen. The 1st Party-Management has also not taken into consideration the award passed in Tr. I.D. Case No. 268/2001 in which 158 workmen with similar history of employment under the 1st Party-Management were given temporary status and are still continuing in employment. This disparity in treatment with an attitude of inhumanity and cruelty is highly condemnable and therefore the workmen are entitled to the relief of reinstatement with all service benefits.

4. The 1st Party-Management No.1 in its written statement has averred that the reference is not maintainable against the 1st party-Management No.1 as the 2nd Party-workman is not the employee of the 1st Party-Management No.1. He was never engaged in the Microwave Maintenance Division by the Director and other officers of the Maintenance Division. So the question of termination of service by the Management of Microwave Maintenance

Division does not arise at all. The Microwave Project and Maintenance are two separate and independent wings of the Telecom Department being controlled by two different Chief General Managers. These two units have got no recruiting power. They get their working staff on deputation basis from their respective territorial Telecom Circle/District. However sometimes some works are carried out by them through contractors or through casual workers on contract basis. The 1st Party-Management No.1 has never taken the 2nd Party-workman from the 1st Party-Management No. 2 i.e. the Director Microwave Projects Division as there is no such rule or provision in the Department to make over or take over any working force from the Project to Maintenance or vice versa. The Project work through-out Orissa is done through different project divisions and after completion of the project work the systems are handed over to the Maintenance Division. The casual labourers engaged in one Project Division cannot be engaged in another Maintenance Division simultaneously and they are never taken by the Maintenance Division after closure of the project work. Infact the Maintenance work of different stations generally managed by the respective are JTOs/ SDEs/DEs by existing regular staffs. Further no casual labour is engaged against any R.M./Group- D vacancies. Since 1997, the department is carrying out the departmental work through registered contractors whenever necessary as per the DoT order/instruction. The said order emphasizes that due to ban order, any kind of casual engagement should not be made and departmental works should be done through contractors. The averments of the 2nd Party-workman regarding engagement and payment of wages by the Maintenance division is a blatant lie. The other averments are also denied. It is well settled by the Hon'ble Supreme Court that a Project worker has no right to continue after closure of the Project. Similar is the situation in the present case. The 158 workmen in Tr. I.D. Case No. 268/2001 are not continuing under the Management of the Director, Microwave Maintenance Division. They are being deployed by the contractor, M/s. Oriental Security Service in different stations as per contract with the 1st Party-Management No.1 and are paid by the Oriental Security Services. There is no employer and employee relationship between the 1 st Party-Management No.1 and the 2nd Party-workman and also with 158 workmen of the said I.D. Case.

5. The 1st Party-Management No. 2 has stated in his written statement that Microwave Project is an organization of Telecom Deptt. (now Bharat Sanchar Nigam Limited) and is being managed by the Chief General Manager, Telecom Project, Calcutta. To run the Telecom Project all the employees are pulled up from the existing strength of regular employees of the Department of Telecom. The Director, Microwave Project, Bhubaneswar has no power to recruit the employees of any cadre. Therefore the question of appointment or reinstatement of the 2nd Party-workman by the 1st Party-Management

No.2 does not arise. It has further been stated that during the continuance of the Project work some casual workers are used to be engaged by the site in-charge on as and when required basis for miscellaneous work since the work of the project is not of perennial nature. After closure of the Project work the Maintenance Division used to maintain the systems and stations by taking staff from Telecom Circle on deputation. The 1st Party-Management No.1 never takes any casual worker from the Project except on few occasions for a short period. After closure of the Project no work is available for the casual workers. Therefore their engagement used to go along with the closure of the Project. The casual workers engaged in one Project Division cannot be engaged in the Maintenance Division. Further no casual labour is engaged against any R.M./Group-D vacancies. The DoT has banned the engagement of casual labourer since 30-3-1985 and till now it is continuing. The 2nd Party-workman was paid his wages till 31-5-1997 when the Project at Digapahandi was completed and handed over to the Maintenance Wing. Since no work was available after 31-5-1997 the 2nd Party-workman was not provided with any work. But when the 2nd Party-workman created disturbances at the site with the staff of the Maintenance Division and did not vacate the premises he was forced to vacate the premises with the help of the police. However on the intervention of the Assistant Labour Commissioner (Central) the Project Division had paid wages to the workman till 24-12-1997, though he was not engaged at the site from 1-6-1997 to 24-12-1997. All the alleged workmen of the Tr. I.D. Case No. 272/01 to 281/01 were engaged in Project Division at Aska, Purushotampur, Baliapadar and Digapahandi. The Project work at these places has also been completed and the stations have been handed-over to the Director, (Maintenance) ETR, Bhubaneswar in the year 1996/1997. Hence the question of continuance of casual labourers of the Project in Maintenance Division does not arise. Neither there is any requirement of casual labourers nor any vacancy exists in the Maintenance Division. In view of the above the relief sought for by the claimant is devoid of merit and liable to be rejected.

6. The 2nd Party-workman has submitted para-wise reply to the averments of the 1st party-Management No.1 and 2 made in their written statement by filing rejoinder and denied their allegations.

7. On the pleadings of the parties following issues were framed by my learned predecessor.

ISSUES

1. Whether the action of the 1st Party-Management by terminating the services of Shri Bholanath Pradhan is legal and justified?

2. To what relief the 2nd Party-workman is entitled?

8. The 1st Party-Management has examined only one witness namely, Shri Nabaghana Panda as M.W.-1 and relied on eight documents marked as Ext.-A to H, while the

2nd Party-workman has examined two witnesses, namely, Shri Prakash Chandra Patel as W.W.-1 and Shri Bholanath Pradhan, the workman himself as W.W.-2 and relied on several documents marked as Ext.-1 to 30/1.

FINDINGS

ISSUE NO.1

9. From the facts brought-out in the pleadings and evidence led by the parties it is undisputedly revealed that the 2nd Party-workman was engaged as casual labourer under the 1st Party-Management No.2 on 1-10-1989 and worked at different stations and lastly at Digapahandi Station under the Bhubaneswar Division till 31-5-1997. During this period he worked throughout under the 1st Party-Management No.2 and was never entrusted with any work under the 1st Party-Management No.1 i.e. Director, Microwave (Maintenance) Division. The 2nd party-workman has alleged that on completion of the Project work at Digapahandi station he was assigned duties in the Maintenance work at the same station where he continued till 24-12-1997. Thereafter he was refused employment and steps were taken to get vacated the said station with the help of the police. The 1st Party-Management No. 1 and 2 have denied the assignment of any duties to the 2nd Party-workman in the Maintenance Division. There is no written order or documentary proof that the 2nd Party-workman was assigned the duties in the Maintenance work at the Digapahandi Station after 31-5-1997, but it is an admitted fact that the 2nd Party-workman remained located at Digapahandi station till 24-12-1997 and on the intervention of the Assistant Labour Commissioner (Central), Bhubaneswar the 2nd Party-workman and nine other similarly situated workmen were paid wages from 1-6-1997 to 29-12-1997 or till the date they remained stationed at their respective stations by the 1st Party-Management No.2. Ext.-5 filed by the 2nd Party-workman shows that the matter of 2nd Party-workman and similarly situated nine other workmen for taking them into the Maintenance Division was pursued at Head Office level by Deputy General Manager (Administration) Telecom, but these workmen were not taken by the Maintenance Division and their requests were turned down as is revealed from Ext.-6. Thus they were finally refused employment. Therefore it cannot be accepted that the 2nd Party-workman and similarly situated nine other workmen were engaged or deputed in the Maintenance work and therefore they cannot claim any right for employment in Maintenance Division. But apart from that the 2nd Party-workman and the other similarly situated nine workmen, who are also said to have rendered continuous service of 240 days or more have got a vested right to continue in the job unless retrenched after following the provisions of Section 25-F of the Industrial Disputes Act, which says that "no workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until - the workman has been given one month's notice in writing indicating the

reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of notice and the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay for every completed year of continuous service or any part thereof in excess of six months". Admittedly the 1st Party-Management has not complied with the provisions of section 25-F of the Industrial Disputes Act. Therefore the retrenchment of the 2nd party-workman who has rendered nearly nine years of continuous service is illegal being in breach of aforesaid provision of law. Ext.- 30/1 shows that the 2nd Party-workman whose name is entered at Sl. No. 19 in the enclosed list Ext.-30 had rendered 268 days work during 1996-97, the month-wise break up of which has not been given. The 2nd party-workman has specifically stated in his further examination on 6-3-2006 that "by the time I was refused employment I had already worked continuously for 240 days in the same year and also in the previous year i.e. from 1989 to December, 1997". There is no specific denial of this fact from the side of the Management either in the pleadings or in any documents filed by it. Therefore it cannot be said that the 1st Party-Management has acted legally in terminating the services of the 2nd Party-workman. In view of the above the action of the 1st Party- Management in terminating the services of Shri Bholanath Pradhan, the 2nd Party-workman cannot be held to be legal and justified. Issue No.1 is decided against the 1st Party-Management.

ISSUE NO.2

10. The 2nd Party-workman has claimed reinstatement in service with all service benefits, but since a period of more than 15 years has passed and the work at the Project at Digapahandi has been completed long back where he was engaged, he cannot be given the relief of reinstatement. However an appropriate compensation can be awarded to him for his arbitrary and illegal retrenchment by the 1st Party-Management without complying the provisions of Section 25-F and 25-G of the Industrial Disputes Act, besides the benefits accrued to him under section 25- F of the aforesaid Act. Therefore it is ordered that the 1st Party-Management No.2 shall pay rupees one lakh as compensation to the 2nd Party- workman in lieu of reinstatement in service and also wages of one month for notice period and retrenchment compensation equivalent to 15 days average pay for every completed year of continuous service or any part thereof in excess of six months within a period of three months from the date of publication of award. He shall also be offered re-employment by the 1st Party-Management No. 2 in case any casual worker is employed by it in future in accordance with the provisions of the Section 25-H of the Industrial Disputes Act, 1947.

11. The reference is answered accordingly.

J. SRIVASTAVA, Presiding Officer

नई दिल्ली, 30 जुलाई, 2013

का.आ. 1814.—ऑद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार डाइरेक्टर, माइक्रोवेव (मेन्टीनेन्स) ई.टी.आर. एण्ड अदर्स के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ऑद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, भुवनेश्वर के पंचाट (संदर्भ संख्या 281/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-07-2013 को प्राप्त हुआ था।

[सं. एल-40012/05/1999-आई आर (डीयू)]
सोम नाथ, अनुभाग अधिकारी

New Delhi, the 30th July, 2013

S.O. 1814.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 281/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar as shown in the Annexure, in the Industrial dispute between the employers in relation to the management of The Director, Microwave (Maintenance) ETR & Others and their workman, which was received by the Central Government on 15.07.2013.

[No. L-40012/05/1999-IR (DU)]

SOM NATH, Section Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BHUBANESWAR

Present:

Shri J. SRIVASTAVA,
Presiding Officer, C.G.I.T.-cum-Labour
Court, Bhubaneswar.

Tr. INDUSTRIAL DISPUTE CASE NO. 281/2001

Date of Passing Award 12th March, 2013

Between:

1. The Director, Microwave (Maintenance),
ETR, Microwave Campus, Unit - III,
Bhubaneswar (Orissa) 751 012.
2. Director, Microwave (Projects),
ETR, Plot No. 82, Sahid Nagar,
Bhubaneswar (Orissa) 751 007,
...1st Party-Managements.

(And)

Their workman Shri Jagannath Dora,
C/o. Lalit Kumar Nayak, President, Orissa
Telecom Microwave Mazdoor Sangha,
At. Ruguripara, Po./Dist. Bolangir,
Orissa - 767 001.
...2nd Party-Workman.

Appearances:

M/s. J.K. Nayak	...	For the 1st Party Managements
M/s. S. Mishra	...	For the 2nd Party Workman

AWARD

The Government of India in the Ministry of Labour in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act has referred an industrial dispute existing between the employers in relation to the management of the Director, Microwave (Maintenance)/Director Microwave (Projects), Telecom and their workman vide Letter No. L-40012/5/99-IR(DU) dated 19/21.07.1999 in respect of the following matter:

Whether the action of the management of Project Division/Maintenance Division, Deptt. of Telecommunications by terminating the services of Shri Jagannath Dora is legal & justified? If not, to what relief the workman is entitled?

2. The 2nd Party-workman in pursuance of the letter of reference has filed his statement of claim stating that the Government of India in the Ministry of Communication through its Department of Telecommunications runs Microwave system of Telecommunication in the whole country. For convenience of administration, the entire industry is divided into Projects and Maintenance which form an integral and inseparable activity of the Government Department which ultimately operates in circle. In both the works of project and maintenance departmental workers are engaged on daily rate of wages until they or any of them get absorbed in the regular rolls of the Management. The Project work and so also the Maintenance work are not confined to specific areas or locations, but reveal a continuity of the locations of activities geographically. The workers engaged in the Project or in the Maintenance work get shifted from place to place as per work requirement even orally or through telephonic message. These daily rated workers are exploited in payment of wages, denial of over time wages, weekly holidays, annual leave etc.

3. The 2nd Party-workman was engaged initially on 1.8.1990 and was placed under the Microwave (Projects) at different stations and finally at Purushotampur Station under the Bhubaneswar Division till 31.5.1997. On completion of project work there he was assigned duties in the Maintenance work at the same station where he continued till 29.12.1997. Thereafter he was refused employment and was forced to vacate the said station with the help of police. He like other workers was not paid his earned wages for which he moved various authorities including the Assistant Labour Commissioner (Central), Bhubaneswar with the help of his trade union. After several

approaches to the Management as also to the Government authorities he along with other nine workers were paid their earned wages with effect from 1.6.1997 till the date of refusal of employment. But they were denied further employment in between 24.12.1997 to 29.12.1997 i.e. from their respective dates of refusal of employment. The 2nd Party-workman had put in about nine years of continuous service under the 1st Party- Management, but he was neither paid any retrenchment compensation or other benefits under law nor any consideration was made for his length of service and inter-se seniority amongst workers of the same category. The said refusal was manifestly illegal, arbitrary and unjustified and cannot be sustained in law. Junior workers to him in the same category were continued in employment. Conciliation proceedings before the Assistant Labour Commissioner (Central), Bhubaneswar were taken up through the Trade Union in respect of all the ten similarly situated workmen collectively which ultimately failed and the present reference was made by the Government on consideration of failure report submitted by the Assistant Labour Commissioner (Central), Bhubaneswar. The action of the 1st Party-Management in terminating the services of the workmen is violative of Section 25-N, 25-F, 25-G and 25-H of the Industrial Disputes Act. The Project work and also the Maintenance work of the projects being a continuous activity of the 1st Party-Management, there could be no justification to terminate the service of the workmen. The 1st Party-Management has also not taken into consideration the award passed in Tr. ID Case No. 268/2001 in which 158 workmen with similar history of employment under the 1st Party-Management were given temporary status and are still continuing in employment. This disparity in treatment with an attitude of inhumanity and cruelty is highly condemnable and therefore the workmen are entitled to the relief of reinstatement with all service benefits.

4. The 1st Party-Management No.1 in its written statement has averred that the reference is not maintainable against the 1st Party-Management No. 1 as the 2nd Party-workman is not the employee of the 1st Party-Management No.1. He was never engaged in the Microwave Maintenance Division by the Director or other officers of the Maintenance Division. So the question of termination of service by the Management of Microwave Maintenance Division does not arise at all. The Microwave Project and Maintenance are two separate and independent wings of the Telecom Department being controlled by two different Chief General Managers. These two units have got no recruiting power. They get their working staff on deputation basis from their respective territorial Telecom Circle/District. However sometimes some works are carried out by them through contractors or through casual workers on contract basis. The 1st Party-Management No.1 has never taken the 2nd Party-workman from the 1st Party-Management No.2 i.e. the Director

Microwave Projects Division as there is no such rule or provision in the Department to make over or take over any working force from the Project to Maintenance or vice versa. The Project work through-out Orissa is done through different project divisions and after completion of the project work the systems are handed over to the Maintenance Division. The casual labourers engaged in one Project Division cannot be engaged in another Maintenance Division simultaneously and they are never taken by the Maintenance Division after closure of the project work. Infact the Maintenance work of different stations are generally managed by the respective JTOs/ SDEs/DEs by existing regular staffs. Further no casual labour is engaged against any R.M./Group- D vacancies. Since 1997, the department is carrying out the departmental work through registered contractors whenever necessary as per the DoT order/instruction. The said order emphasizes that due to ban order any kind of casual engagement should not be made and departmental works should be done through contractors. The averments of the 2nd Party-workman regarding engagement and payment of wages by the Maintenance division is a blatant lie. The other averments are also denied. It is well settled by the Hon 'ble Supreme Court that a Project worker has no right to continue after closure of the Project. Similar is the situation in the present case. The 158 workmen in Tr. ID. Case No. 268/2001 are not continuing under the Management of the Director, Microwave Maintenance Division. They are being deployed by the contractor, M/s. Oriental Security Service in different stations as per contract with the 1st Party-Management No. 1 and are paid by the Oriental Security Services. There is no employer and employee relationship between the 1st Party-Management No. 1 and the 2nd Party-workman and also with 158 workmen of the said ID. Case.

5. The 1st Party-Management No.2 has stated in his written statement that Microwave Project is an organization of Telecom Deptt. (now Bharat Sanchar Nigam Limited) and is being managed by the Chief General Manager, Telecom Project, Calcutta. To run the Telecom Project all the employees are pulled up from the existing strength of regular employees of the Department of Telecom. The Director, Microwave Project, Bhubaneswar has no power to recruit the employees of any cadre. Therefore the question of appointment or reinstatement of the 2nd Party-workman by the 1st Party-Management No.2 does not arise. It has further been stated that during the continuance of the Project work some casual workers are used to be engaged by the site in-charge on as and when required basis for miscellaneous work since the work of the project is not of perennial nature. After closure of the Project work the Maintenance Division used to maintain the systems and stations by taking staff from Telecom Circle on deputation. The 1st Party-Management No.1 never takes any casual worker from the Project except on few occasions

for a short period. After closure of the Project no work is available for the casual workers. Therefore their engagement used to go along with the closure of the Project. The casual workers engaged in one Project Division cannot be engaged in the Maintenance Division. Further no casual labour is engaged against any R.M./Group-D vacancies. The DoT has banned the engagement of casual labourer since 30.3.1985 and till now it is continuing. The 2nd Party-workman was paid his wages till 31.5.1997 when the Project at Purushotampur was completed and handed over to the Maintenance Wing. Since no work was available after 31.5.1997 the 2nd Party-workman was not provided with any work. But when the 2nd Party-workman created disturbances at the site with the staff of the Maintenance Division and did not vacate the premises he was forced to vacate the premises with the help of the police. However on the intervention of the Assistant Labour Commissioner (Central) the Project Division had paid wages to the workman till 29.12.1997, though he was not engaged at the site from 1.6.1997 to 29.12.1997. All the alleged workmen of the Tr. I.D. Case No. 272/01 to 281/01 were engaged in Project Division at Aska, Purushotampur, Baliapadar and Digapahandi. The Project work at these places has also been completed and the stations have been handed-over to the Director, (Maintenance) ETR, Bhubaneswar in the year 1996/1997. Hence the question of continuance of casual labourers of the Project in Maintenance Division does not arise. Neither there is any requirement of casual labourers nor any vacancy exists in the Maintenance Division. In view of the above the relief sought for by the claimant is devoid of merit and liable to be rejected.

6. The 2nd Party-workman has submitted para-wise reply to the averments of the 1st party-Management No. 1 and 2 made in their written statement by filing rejoinder and denied their allegations.

7. On the pleadings of the parties following issues were framed by my learned predecessor.

ISSUES

1. Whether the action of the 1st Party-Management by terminating the services of Shri Jagannath Dora is legal and justified?

2. To what relief the 2nd Party-workman is entitled?

8. The 1st Party-Management has examined only one witness namely, Shri Nabaghana Panda as M.W.-1 and relied on eight documents marked as Ext.-A to H, while the 2nd Party-workman has examined two witnesses, namely, Shri Prakash Chandra Patel as W.W.-1 and Shri K. Jagannath Dora, the workman himself as W.W.-2 and relied on several documents marked as Ext.-1 to 29.

FINDINGS

ISSUE NO.1

9. From the facts brought-out in the pleadings and evidence led by the parties it is undisputedly revealed that the 2nd Party-workman was engaged as casual labourer under the 1st Party-Management No.2 on 1.8.1990 and worked at different stations and lastly at Purushotampur Station under the Bhubaneswar Division till 31-5-1997. During this period he worked throughout under the 1st Party-Management No. 2 and was never entrusted with any work under the 1st Party-Management No. 1 i.e. Director, Microwave (Maintenance) Division. The 2nd party-workman has alleged that on completion of the Project work at Purushotampur station he was assigned duties in the Maintenance work at the same station where he continued till 29.12.1997. Thereafter he was refused employment and steps were taken to get vacated the said station with the help of the police. The 1st Party- Management No. 1 and 2 have denied the assignment of any duties to the 2nd Party-workman in the Maintenance Division. There is no Written order or documentary proof that the 2nd Party-workman was assigned the duties in the Maintenance work at the Purushotampur Station after 31.5.1997, but it is an admitted fact that the 2nd Party-workman remained located at Purushotampur station till 29.12.1997 and on the intervention of the Assistant Labour Commissioner (Central), Bhubaneswar the 2nd Party-workman and nine other similarly situated workmen were paid wages from 1.6.1997 to 29.12.1997 or till the date they remained stationed at their respective stations by the 1st Party-Management No.2. Ext.-5 filed by the 2nd Party-workman shows that the matter of 2nd Party-workman and similarly situated nine other workmen for taking them into the Maintenance Division was pursued at Head Office level by Deputy General Manager (Administration) Telecom, but these workmen were not taken by the Maintenance Division and their requests were turned down as is revealed from Ext.-6. Thus they were finally refused employment. Therefore it cannot be accepted that the 2nd Party-workman and similarly situated nine other workmen were engaged or deputed in the Maintenance work and therefore they cannot claim any right for employment in Maintenance Division.

10. In order to get the benefit of the provisions of Section 25-F of the Industrial Disputes Act the workman has to prove that he has rendered continuous service for not less than one year meaning thereby 240 days continuous service in one year under an employer.

11. Section 25-F of the Industrial Disputes Act says that no workman employed in any industry which has been in continuous service for not less than one year under an employer shall be retrenched by that employer until:-

(a) the workman has been given one month's notice in writing indicating the reasons for retrenchment

and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;

- (b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to 15 days average pay for every completed year of continuous service or any part thereof in excess of six months;

12. In this case from the side of the 2nd party-workman evidence of one Shri Prakash Chandra Patel, who is said to be the General Secretary of the Orissa Telecom, Microwave Mazdoor Sangh and of the workman himself has been adduced. After filing his evidence through affidavit the workman has failed to complete his re-examination and face cross-examination. Thereupon his Advocate moved a petition on 6.4.2009 to the effect that the disputant workman is not co-operating his conducting lawyer for further examination and cross-examination by the Management. Therefore the evidence from the side of the workman be closed. Acting upon this petition my learned predecessor has closed the evidence of the workman allowing the petition of the Advocate for the 2nd Party-workman. Before closing evidence of the 2nd Party-workman so many opportunities were given to him for making his evidence complete and also the cross examination. Therefore the affidavit evidence filed by the 2nd Party-workman cannot be read in evidence and thus the sole evidence of Shri Prakash Chandra Patel, W.W.-I remains available from the side of the 2nd Party-workman. This witness has stated in his evidence that the 2nd Party-workman had worked in the project for seven year or more till May, 1997 and then in the Maintenance Division upto December, 1997. He has further stated that the disputant workman was working at the Project at Aska station in 1997 and when the project was completed the same was handed over to the Maintenance wing in June, 1997. But the workman and others working there were asked to stay on there to work in Maintenance till the last week of December, 1997. He has denied in his cross-examination that the disputant has not worked for 240 days continuously either in the Project or in the Maintenance. He has also relied on the letter dated 2.3.2002 of the Divisional Engineer, Telecom Microwave Project, Berhampur along with its enclosures which is mentioned at S1. No. 27 of the list of documents filed by the 2nd party-workman and proved it in his evidence. But this letter has not been marked as Ext.-27. Instead a letter dated 6.3.2000 written by the Divisional Engineer (Administration), Telecom Projects, East Zone, Calcutta to CGM, Telecom, Orissa Telecom Circle, Bhubaneswar has wrongly been marked as Ext.-27. The above referred letter dated 2.3.2002 placed on record after Ext.-21 depicts the name of the 2nd party-workman at S1. No.9 against which his date of

engagement has been shown as 4/1992 and the date of discontinuation has been shown as 28.12.1997. Further it has been shown against his name that he had worked 290 days during January, 1997 to December, 1997. In the remark column it has been shown that he had been working in each year from the date of engagement up to December, 1996 as and when required basis. In another list enclosed with this letter markd as Ext.-22 it has been shown that the 2nd party-workman was engaged from 1.8.1990 and worked till 31.5.1997 in the project and from 1.6.1997 to 29.12.1997 under S.D.E. Microwave through ACG, but the period of working from 1. 8 .1990 to 31.5.1997 has to be verified. But the first list enclosed with this letter clearly shows that the 2nd party-workman had worked for 290 days from January, 1997 to December, 1997. This has not been contradicted in any evidence adduced from the side of the 1st Party-Management. Therefore it is to be held that the 2nd party-workman had worked with the 1st Party-Management No.2 continuously for more than 240 days during a period of 12 calendar months preceding the date of his disengagement and so he is entitled to the protection of safeguard provided under Section 25-F of the Industrial Disputes Act. In view of the above the disengagement of the 2nd Party-workman by the 1st Party-Management No. 2 amounts to retrenchment and the 1st Party-Management No. 2 has acted illegally in terminating the services of the 2nd Party-workman. This action of the 1st Party-Management No.2 is accordingly held illegal and unjustified. Issue no. 1 is decided against the 1st Party-Management.

ISSUE NO. 2

13. The 2nd Party-workman has claimed reinstatement in service with all service benefits, but since a period of more than 15 years has passed and the work at the Project at Purushatompur has been completed long back where he was engaged, he cannot be given the relief of reinstatement. However an appropriate compensation can be awarded to him for his arbitrary and illegal retrenchment by the 1st Party-Management without complying the provisions of Section 25-F and 25-G of the Industrial Disputes Act, besides the benefits accrued to him under Section 25-F of the aforesaid Act. Therefore it is ordered that the 1st Party-Management No.2 shall pay rupees one lakh as compensation to the 2nd Party-workman in lieu of reinstatement in service and also wages of one month for notice period and retrenchment compensation equivalent to 15 days average pay for every completed year of continuous service or any part thereof in excess of six months within a period of three months from the date of publication of award. He shall also be offered re-employment by the 1st Party-Management No. 2 in

case any casual worker is employed by it in future in accordance with the provisions of the Section 25-H of the Industrial Disputes Act, 1947.

14. The reference is answered accordingly.

J. SRIVASTAVA, Presiding Officer

नई दिल्ली, 29 जुलाई, 2013

का.आ. 1815.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचाट (संदर्भ संख्या 21/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-07-2013 को प्राप्त हुआ था।

[सं. एल-12012/195/1998-आईआर (बी-I)]

सुमिति सकलानी, अनुभाग अधिकारी

New Delhi, the 29th July, 2013

S.O. 1815.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 21/99) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur as shown in the Annexure, in the Industrial dispute between the employers in relation to the management of State Bank of India and their workman, which was received by the Central Government on 2-07-2013.

[No. L-12012/195/1998-IR (B-I)]

SUMATI SAKLANI, Section Officer

ANNEXURE

BEFORE SRI RAM PARKASH, HJS, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL -CUM-LABOUR COURT, KANPUR

Industrial Dispute No.21/99

Between-

Sri Dhruv Kumar, son of Sri Khaderan Ram c/o Sri D. S. Saxena, HIG 303, Scheme 1, Kailash Vihar, Awas Vikas, Kalyanpur, Kanpur.

And

The General Manager,
The Benaras State Bank of India Limited, Head Office, S-20/52, AK Varun Wing, Varanasi.

AWARD

1. Central Govt. Mol, New Delhi by notification no.L-12012/195/98-IR-BI dated 21.01.99, has referred the following dispute to this tribunal for adjudication.

2. Whether the action of the management of Benaras State Bank Limited in terminating the services of Sri Dhruv Kumar son of Sri Khaderan Ram with effect, from 17.08.96, is legal and justified? If not, to what relief the said workman is entitled?
3. Brief facts are-
4. It is alleged by the claimant Sri Dhruv Kumar that there was clear vacancy of peon at banks Chunar Branch in District Mirzapur and he was appointed by the branch manager as a temporary peon on 12.12.95. He was required to work for more than the full hours of work at Chunar Branch on all the working days. He was the only peon at Chunar Branch. Initially he was paid Rs.30 per day which was raised to Rs.35 per day and these payments were paid periodically.
5. Further these payments are made in benami names, which name the manager of Chunar Branch made the applicant to write on the reverse of the voucher whereas at the time of payment by the cashier he used to obtain the signature of the applicant on the vouchers. He continued to work as temporary peon up till 17.08.96 when his services were abruptly terminated by the bank without assigning any reason, without payment of notice pay and retrenchment compensation. Thus the bank committed breach of Section 25F of Industrial Disputes Act, 1947.
6. When the bank did not pay any heed to the representations of the applicant, thereafter the applicant raised an industrial dispute where the conciliation proceeding ended in failure and this reference was made by the Government of India. Thus the applicant worked continuously for more than 240 days.
7. Therefore he has prayed that he be reinstated in service with all consequential benefits.
8. Management refuted the claim of the applicant on a number ground, inter-alia, stating that the applicant has worked only 4 days in the month of August 1996 for which he was paid prescribed rate of wage of Rs.35 per day paid to temporary daily wagers at that time. Thus no question of termination of service arises as such they have not committed any breach of Section 25F of the Act. The claim statement has also not been verified by the applicant and as such is liable to be rejected. The present reference is also bad in law.
9. Rejoinder statement has also been filed by the claimant but nothing new has been alleged therein.
10. Both the parties have filed documentary as well as oral evidence.

11. Claimant has filed A/D receipt as well as speed post receipt vide list dated 23.07.12.
12. Claimant has also filed 9 documents vide list dated 17.08.01. These papers are paper no.19/2-12.
13. Opposite party has also filed original documents vide list dated 2.06.08. These documents are three vouchers and a letter written by Dhruv Kumar himself.
14. In the oral evidence claimant has produced himself as w.w.l and opposite party has produced M.W.I Sri Amar Raja, who is the senior branch manager of the bank.
15. I heard the arguments and perused the whole records at length.
16. It is a fact that opposite party was a public institution and they have a prescribed procedure for appointing any person on specific post. This bank was amalgamated with bank of Bank on 19.06.02.
17. M.W.I has specifically stated that the claimant had worked only for four days and they have filed voucher in original and these voucher are paper no.31/2-4 and last voucher is dated 17.08.96 which mentions on the front of the voucher - Misc expenses amount paid to Sri Dhruv Kumar of Rs. 35 and there is a signature on the back of this voucher in the name of Sri Dhruv Kumar.
18. Opposite party has also filed an application which is paper no.31/5 which is signed by the claimant himself wherein he has specifically stated that the application which he has given on 04.12.96 is not proper whereas he has worked only for three days.
19. M.W.I has also stated on oath that there is no record regarding paper no. 19/2-8 which are the photocopies filed by the claimant and there is no signature on paper no.19/3. This witness has been thoroughly cross-examined. Not a single word has been asked by the claimant on the application paper no. 31/5 which is in original and moved by the claimant wherein the claimant had admitted that he had worked only for 3 days in the bank. Therefore, there is no evidence in rebuttal to this application.
20. In the cross W.W. 1 stated that he was forced to sign this letter, but this point does not appear to be satisfactory as the claimant did not put any question to M.W.I that management has forced him to sign this letter.
21. Much stress has been given on paper no.19/2 -6. The opposite party has emphasized that these are the photocopies and initial burden was on the claimant to prove these documents. They stated that paper no.19/2-3 which is photocopy does not contain any stamp nor there appears signature of any

authority. They stated that the claimant is claiming that the cause of action has arisen on 17.08.96, whereas there is no such date like 17.08.96 or nearby in the letter 19/2-03. The last date in this letter is 10.09.96. It shows that the claimant was also working on 10.09.96 if this document 19/2 is believed, but it itself contradicts the plea of the claimant as he himself stated that he has been removed on 17.08.96. Moreover the dates are not legible. Moreover, as per letter 19/4 one Sri Jagdish Singh has allegedly written that the payments out of listed 20 payments relating to 12.08.96, 16.08.96 and so on has not been made by him, whereas in the letter 19/2 there is no mention of date 12.08.96 and 16.08.96. Moreover, when Sri Jagdish Singh retired it was the sole responsibility of the claimant to get his attendance procured. Opposite party in such circumstances cannot be blamed.

22. Therefore, there are only three vouchers along with application of the claimant himself which is paper no.31/5. These papers cannot be disbelieved.
23. Hence considering the evidence adduced by both the parties the claimant has failed to establish that he has worked for 240 days continuously or more in a calendar year. The evidence adduce by the opposite party cannot be disbelieved.
24. Therefore, it cannot be held that the services of the claimant were terminated in violation of the provisions of Section 25F of Industrial Disputes Act, 1947.
25. Consequently workman is not entitled to any relief.
26. Reference is accordingly answered against the Workman and in favour of the management.

RAM PARKASH, Presiding Officer

नई दिल्ली, 26 जुलाई, 2013

का.आ. 1816.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मुंबई पोर्ट ट्रस्ट के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, मुम्बई-2 के पंचाट (संदर्भ संख्या 2/23 ऑफ 2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-07-2013 को प्राप्त हुआ था।

[सं. एल-31011/03/2006-आई आर (बी-II)]

सुमिति सकलानी, अनुभाग अधिकारी

New Delhi, the 26th July, 2013

S.O. 1816.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT-2/

23 of 2007) of the Central Government Industrial Tribunal/Labour Court-2, Mumbai now as shown in the Annexure in the Industrial dispute between the employers in relation to the management of Mumbai Port Trust, and their workman, which was received by the Central Government on 25-07-2013.

[No. L-31011/03/2006-IR (B-II)]

SUMATI SAKLANI, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, MUMBAI

PRESENT

K. B. KATAKE, Presiding officer
REFERENCE NO.CGIT -2/23 OF 2007

EMPLOYERS IN RELATION TO THE MANAGEMENT OF MUMBAI PORT TRUST

The chairman
Mumbai port Trust
Port Bhavan
Ballard Estate
Mumbai-400038.

AND

THEIR WORKMEN

The General Secretary
Mumbai Port Trust Dock & General Employees
Union
Port Trust Kamgar Sadan
Nawab Tank Road
Mazgaon, Mumbai 400 010.

APPEARANCES:

For the employer Mr. Umesh Nabar
 Advocate.

For the workmen Mr. J. H. Sawant,
 Advocate.

Mumbai, dated the 17th June, 2013

AWARD

1. The Government of India, Ministry of Labour and Employment by its order no.L-31011/3/2006-IR (B-II) dated 11/06/2007 in exercise of the powers conferred by clause (d) of sub-Section (1) and sub-section 2(a) of Section 10 of the Industrial Disputes Act, 1947 have referred the following industrial dispute to this tribunal For adjudication:

“Whether the action of the management of Mumbai Port Trust in retiring the workman Shri P. L. Kumthekar

from the services w.e.f 01.03.2005 after attaining the age of 58 years is just and legal? If not, to what relief the Concerned workman is entitled ?”

2. After receipt of the reference notices were issued to both the parties. In response to the notice the second party union filed its Statement of claim at Ex-4. According to the second party the Workman was employed by Bombay Dock Labour Board as tally and Sorting clerk w.e.f. 02/06/1969. He worked continuously upto 28/2/1979. The Bombay Stevedoring Association, administrative body of BDLB promoted the second party to the post of dock clerk and Allotted him to join the services in M/s. D.C.Cooper & Co. W.e.f. 1/3/1979. It is contended that in pursuance of the Bombay Dock Workers (regulation of employment) amendment scheme, 1981 the second party was registered under the said scheme w.e.f. 23-1-1981. In 1994 Bombay Dock Labour Board transferred the services of the Workman to the first party and the first party became employer thereof. The age of retirement of the second party workmen was 60 years as Per the Mumbai Port Trust circular dated 4/7/2000. The second party workman is entitled to continue in service till completion of his 60 years of age as they were recruited before 3/8/1972. However the first party retired second party workman from the services w.e.f. 1/3/2005 i.e. On completion of 58 years of his age. They did not consider the period of His service from 2-6-1969 to 28-02-1979 and did not give benefit as per the circular dt. 4-7-2000 as done in the case of other workmen placed In similar circumstances. They ought to have allowed him to work up to 1/7/2007 till the age of 60 years with all consequential benefits. The First party gave discriminatory treatment to Shri Kumthekar and subjected to losses, hardship and inconvenience by forcibly retiring him W.e.f. 1-3-2005.

3. The action of the first party in not considering the period of service of the second party workman from 2/6/1969 is illegal. Retiring Shri P. L. Kumthekar at the age of 58 as on 01/03/2005 is arbitrary and Illegal and unjustified. Therefore the second party prays that the first Party be directed to give all benefits to workman Shri P.L. Kumthekar Till the age of his superannuation of 60 years treating as if he is not Retired w.e.f. 1/3/2005.

4. The first party management resisted the statement of Claim of the union vide their written statement at Ex-6. According to The first party the contents in the statement of claim are false, contrary and inconsistent. According to them the contents in the statement of claim are misconceived, malafied and not maintainable in law

and Facts. They denied that second party union is deprived of any such Right of the workman. The second party workman is demanding Change of date of appointment and age of retirement which is contrary to the rules of the establishment. It would amount to injustice to similarly placed employees and showing favour to one set of Employees in violation of principles of natural justice. According to the First party in the year 1979 post of dock clerk a higher grade than the Grade in which the workmen were employed became available in Stevedoring company. The said grade category of docks clerk was Not on the schedule of erstwhile BDLB. Considering the better Prospects the workman on his own volition choose to resign from the Services of the erstwhile BDLB and take up the employment of docks Clerk in the higher pay scale with the stevedoring company w.e.f. 25-01-1979 respectively. After resigning from the erstwhile BDLS the Workman had collected all his terminal dues thereby settling all their Claims against erstwhile BDLB in respect of his employment from 02-06-1969. Absorption of erstwhile BDLB employees is not covered Either by government notification or by the subsequent settlements. Both the majority unions including the second party union were parties To the settlement. As the workman has resigned from the services of BDLB and joined the services of the first party their period of service With BDLB cannot be considered. On the other hand he was recruited On 01-03-1994. Therefore he cannot claim any benefit in respect of his Previous service.

5. According to the first party the criteria was adopted by Erstwhile BDLB in its meeting dated 11-07-1986 to fix the age of Retirement in respect of class-iii and class-iv employees recruited on or before 1972 is 60 years and for all future entrants the retirement age 1st 58 years. Birth date of workman is 01-03-1947 and as he joined the Service on 25-01-1979 he was due for retirement at the age of. Superannuation of 58 years and was accordingly retired on 28/02/2005. They denied that workman was subjected to discriminatory treatment, Losses and hardship and inconvenience. Workman was accordingly Retired lawfully at the age of 58. He also received all the retirement Benefits. Therefore the first party submitted that the workman is not Entitled to any relief as prayed for. Therefore they pray that the Reference be rejected with cost.

6. The second party filed their rejoinder at Ex-9. They denied the contents in the written statement and reiterated their version in the statement of claim.

7. Following are the issues for my determination. I record My findings thereon for the reasons to follow :

Sr. No.	Issues	findings
1.	Whether second party is entitled to Continue in the service upto 28.02.2007 i.e. Till he completes his 60 Years?	no.
2.	What order?	As per order below.

REASONS

Issue no.1 :-

9. A short question for my determination is whether the employee under reference is entitled to claim retirement at 60 years of age as Fixed by the circular dated 04-02-2000 issued by central government on the subject of Bombay dock workers (regulation of employment) Amendment scheme 1981. As per this circular the employees recruited On or before 03-08-1972 are entitled to continue their service up to Completion of their 60 years of age. According to the workman he was Recruited by the erstwhile BDLB on 02-06-1969. According to them Afterwards in 1979 the workman was taken over by the first party. As Against this it is the specific case of the first party that, the workman Has resigned his services with BDLS and thereafter joined the services Afresh with the first party since january 1979. According to the first Party the workman has also received their GPF amount and other dues From BDLB and joined the services of first party since january 1979. Therefore he is not entitled to get the benefit of the circular which Prescribe age of 60 years for the workers who were recruited on or before 3-8-1972.

10. According to the first party his services were not continuous Service since 1969 as has been alleged. In this respect the Ld. Adv. For The first party pointed out that, though in the affidavit, the workman has Denied that he has resigned from BDLB in the year 1979, he has Admitted in his cross at ex-13 that, BDLB has paid him his legal dues on 7-6-1979. He admitted that legal dues include pf, gratuity and ex-gratia payments. He has admitted that those legal dues were in Respect of his employment from 2/6/1969 to 22-1-1979, it indicates that the workman retired or resigned from BDLB in the year 1979. He Received all the dues from BDLB "and thereafter workman and others Have joined the services of the first party. It shows that the workmen of BDLB resigned from BDLB in the year 1979. They received all their Dues such as gpf, gratuity, ex-gratia payments etc. And thereafter They joined the services of the first party since january 1979. In the Circumstances the Ld. Adv. For the first party submitted that, his services Cannot be said to have been continued since 1969 as has been Claimed. In short,

according to him, as he was not recruited as on 3-8-1972 or before that and he is not entitled to get the benefit of Retirement age of 60 years as he joined the services of first party in the Year 1979.

11. In this respect I would like to point out that though workman has joined the services of the first party in 1979, he was not recruited afresh after following the recruitment procedure prescribed Therefor. On the other hand fact is not disputed that the workers of the Erstwhile BDLB were taken over by the first party in 1979 and they Were given new and upgraded designation. In this backdrop though the service prior to 1979 cannot be considered for any monetary Benefit from the first party however as the workmen of erstwhile BDLB were taken over by the first party, their earlier service is required to be Taken into account to get them the benefit of age of retirement as the Workman was already in service of BDLB since prior to 1972. He Should not have been shown as a new recruit of the year 1979. In this Backdrop I hold that, the workman Mr. Kumthekar is entitled to get the benefit of circular dated 4-2-2000 by which workmen of the first party recruited on or before 3-8-1972 are given benefit of retirement age upto 60 years and he ought not have been retired at the age of 58 years. In the light of this discussion i hold that, retiring the workman at the age of 58 years was unjust discrimination as workman was already in service since prior to 3-8-1972. He was not recruited but was taken over by the first party in 1979. Therefore he was required to be treated as recruited prior to 3/8/1972. I therefore hold that making the workman retire at the age of 58 instead of 60 years of age was unjust and improper.

12. Though I hold that retirement of workman at the age of 58 was unjust and improper, he cannot be reinstated at this stage as by The time he has also crossed the age of superannuation of 60 years. In this backdrop the Ld. Adv for the second party has claimed full back-Wages for the period of remaining 2 years. In this respect the Ld. Adv For the first party submitted that 'no work no wages' is the well settled Principle of law. Therefore he submitted that the question of awarding any back wages does not arise. After giving conscious thought to the arguments of both the parties, I am of the opinion that though the workman has not worked after the age of 58 years, he was entitled to work for two more years. He was wrongfully retired by the first party and it was not his fault. At the same time I would also like to consider the fact that the workman has not worked with the first party for the Said period of two years. In the circumstances granting full back-wages would thus put unnecessary heavy burden on the state exchequer for the fault of some officers. In the circumstances to meet The end of justice i think it proper to grant compensation to the Workman @ 20% p.m. of his last pay (total emoluments)

for the rest of The two years. Accordingly I decide this issue no.1 in the affirmative and proceed to pass the following order:

ORDER

The reference is partly allowed as follows:

- (i) the action of management in retiring workman Shri P. L. Kumthekar at the age of 58 is declared unjust and improper.
- (ii) the management is directed to pay the workman Shri P. L. Kumthekar compensation @ 20% p.m. Of his last pay (total emoluments) for the period of two years (24 months).
- (iii) no order as to cost.

Date: 17.06.2013

K. B. KATAKE, Presiding Officer

नई दिल्ली, 6 अगस्त, 2013

का.आ. 1817.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स एस सी सी एल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/ श्रम न्यायालय हैदराबाद के पंचाट (संदर्भ संख्या 44/2013) को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-08-2013 को प्राप्त हुआ था।

[सं. एल-22012/6/2013-आई आर (सीएम-II)]

बी. एम. पटनायक, डेस्क अधिकारी

New Delhi, the 6th Augst, 2013

S.O. 1817.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 44/2013) of the Central Government Industrial Tribunal-Labour Court-2, Hyderabad now as shown in the Annexure in the Industrial dispute between the management of M/s Singareni Collieries Co. Ltd., and their workman, received by the Central Government on 6-08-2013

[No. L-22012/6/2013-IR (CM-II)]

B. M. PATNAIK, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT
HYDERABAD**

Present:

Smt. M. VIJAYA LAKSHMI, Presiding Officer

Dated the 3rd day of July, 2013

INDUSTRIAL DISPUTE NO. 44/2013

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL--CUM-LABOUR COURT
ATHYDERABAD**

Present : Smt. M. VIJAYA LAKSHMI, Presiding Officer

Dated the 6th day of June, 2013

INDUSTRIAL DISPUTE No. 231/2002

Between:

The General Secretary
(Sri Kamila Devaiah),
Sreerampur(Projects) Pump
Operators Association,
D.No.28-200/I, Hamaliwada,
Mancherial- 504208. Petitioner

AND

The General Manager,
M/s. Singareni Collieries Company Ltd.,
Sreerampur (Projects), Sreerampur
Andhra Pradesh - 504303. Respondents

Appearances:

For the Petitioner M/s. S. Verriayya & Chandraiah
Sunkara, Advocates

For the Respondent: M/s. Vijaya Laxmi Panguluri &
P.A.V.V.S. Sarma, Advocates

AWARD

The Government of India, Ministry of Labour by its order No. L-22012/101/2000-IR(CM-II) dated 5.4.2002 referred the following dispute under section 10(1)(d) of the ID. Act, 1947 for adjudication to this Tribunal between the management of M/s. Singareni Collieries Company Ltd., and their workmen. The reference is,

SCHEDULE

"Whether the lockout declared by the management of M/s. Singareni Collieries Company Ltd., Sreerampur (Projects) Area for the period from 25.5.98 to 15.6.98 in respect of Pump Operators of Sreerampur Area is legal and justified? If not, to what relief the pump operators are entitled to?"

The reference is numbered in this Tribunal as I.D. No. 231/2002 and notices were issued to the parties concerned.

2. Petitioner union filed claim statement and documents in support of their claim.

2. Petitioner union prayed to declare the action of the management in declaring the lockout for the period from 25.5.98 to 15.6.98 in respect of pump operators as illegal and to declare that all the pump operators are entitled for the service and salary/wages for the period from 25.5.98 to 15.6.98 and to set aside the charges framed against some of members of Petitioner's association

and two others alleging that they are participated in the illegal.

3. Respondent filed counter and documents.

4. Both parties have adduced their respective evidence. Petitioners examined WW1 and WW2 on their behalf. Respondent examined MW1 from their side. Petitioner union has marked documents Ex.W1 to W9 and Respondent has marked documents Ex.M1 to M7 through their respective chief examination affidavits.

5. Case stands posted for arguments.

6. Petitioner union representative or their counsel called absent for several occasions and there is no representation. Inspite of given fair opportunity Petitioner union is not showing any interest in the proceedings. Hence, petition is dismissed.

Award passed accordingly. Transmi.

Dictated to Smt. P. Phani Gowri, Personal Assistant transcribed by hjer and corrected by me on this the 6th day of June, 2013.

M. VIJAY LAKSHMI, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
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WW1 : Sri ARE Lachanna	MW1 : Sri G. Murali Sagar
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WW2 : Sri DEVAIAH KUMAR

Documents marked for the Petitioner

- Ex. W1: Copy of identity card issued to K. Shankaraiah Dt. 15-10-1990
- Ex. W2: Copy of representation dt. 11.6.1998
- Ex. W3: Copy of letter dt. 4.6.1998 (English translation to Ex.W3A)
- Ex. W3A: Copy of notice by R1 to pump operators dt.4.6.1998
- Ex. W4: Copy of order in WPMP NO.250 19/98 in WP No.20894/98
- Ex. W5: Copy of letter of the R1 dt.3.9.98
- Ex. W6: Copy of letter dt.30.1.0.1998
- Ex. W7: Copy of newspaper cutting dt.10.6.98 of Vartha daily showing the effect of lock out on the essential services
- Ex. W8: Copy of charge sheet to WW1 dt.1.7.98
- Ex. W9: Copy of charge sheet to WW2 dt.23.6.98

Documents marked for the Respondent

- Ex. M1: Copy of circular dt.21.3 .98 declaring coal industry as public utility service
- Ex. M2: Copy of strike notice dt.18.4.98
- Ex. M3: Representation of SAAJAC(union) dt.7.5.98
- Ex. M4: Supplementary demands by Petitioner union dt.8.5.98

- Ex.M5: Copy of interim order in WP MP No.25019/98 in
WP No.20894/98 dt.6.10.98
- Ex.M6: Reply to the Petitioner union dt.30.1.0.98
- Ex.M7: Copy of representation made by the Petitioner
union to ALC© dt.11.6.98

नई दिल्ली, 6 अगस्त, 2013

का.आ. 1819.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स एस सी सी एल के प्रबंधतां के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय हैदराबाद के पंचाट (संदर्भ संख्या 55/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-08-2013 को प्राप्त हुआ था।

[सं. एल-22013/1/2013-आई आर (सीएम-II)]

बी. एम. पटनायक, डेस्क अधिकारी

New Delhi, the 6th August, 2013

S.O. 1819.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal/Labour Court, Hyderabad (Ref. No. 55/2007) now as shown in the Annexure in the Industrial dispute between the employees in relation to the management of M/s SCCL, and their workman, which was received by the Central Government on 06-08-2013

[No. L-22013/1/2013-IR (CM-II)]

B. M. PATNAIK, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

Present : **Smt. M. VIJAYA LAKSHMI**, Presiding Officer

Dated the 17th day of June, 2013

INDUSTRIAL DISPUTE L.C. No. 55/2007

Between:

Sri Ratnam Laxmaiah, S/o Ratnam Posham,
C/o Smt. A. Sarojana, Advocate, Flat No. G-7,
Opp. Badruka Jr. College for Girls,
Kachiguda, Hyderabad Petitioner

AND

The General Manager,
M/s. Singareni Collieries Company Ltd.,
Mandamarri Area, Mandamarri,
Adilabad District..

2. The Colliery Manager/Superintendent of Mines,
M/s. Singareni Collieries Company Ltd.,
Kasipeta Mines, Mandamarri,
Adilabad District. Respondents

Appearances:

For the Petitioner: M/s. A. Sarojana & K. Vasudeva Reddy, Advocates

For the Respondent: Sri S.M. Subhani, Advocate

AWARD

This is a petition filed by the Petitioner Sri Ratnam Laxmaiah, under Sec.2 A (2) of the I.D. Act, 1947 against the management of M/s. Singareni Collieries Company Ltd., and numbered in this Court as L.C.I.D.No. 55/2007 and notices were issued to the parties.

2. Petitioner has filed this petition against his dismissal from service vide order No. P/MM/7/2/00/3904 dated 9.9.2000 by the Respondent without following the procedure, seeking for reinstatement with all consequential benefits. Respondents have filed counter statement as well as documents in support of their contentions.

3. When the matter came up for arguments on the point of validity of domestic enquiry Learned Counsel for the Petitioner filed memo conceding domestic enquiry as valid on 23.7.2010. Case stands posted for arguments and Respondents submitted their arguments. At this stage, the matter has been referred to Lok Adalath for amicable settlement.

4. While things stood so, Petitioner has filed memo seeking for permission to withdraw his case pleading that the management was kind enough to offer employment to him subject to withdrawal of the present dispute and that he be permitted to withdraw his case. In the given circumstances, the matter has been called to the regular file from Lok Adalath.

5. Notice given to Respondents. Heard both parties. Petitioner is permitted to withdraw his case.

6. In the result, the case is dismissed as withdrawn.

Award is passed accordingly. Transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant transcribed by her and corrected by me on this the 17th day of June, 2013.

M. VIJAYA LAKSHMI, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
NIL	NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 06 अगस्त, 2013

का.आ. 1820.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स एस सी सी एल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय हैदराबाद के पंचाट (संदर्भ संख्या 17/2008) को प्रकाशित करती है जो केन्द्रीय सरकार को 06-08-2013 को प्राप्त हुआ था।

[सं. एल-22013/1/2013-आईआर(सी-II)]

बी.एम. पटनायक, डेस्क अधिकारी

New Delhi, the 6th August, 2013

S.O. 1820.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Govt. Industrial Tribunal-cum-Labour Court Hyderabad (Ref. No. 17/2008) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of SCCL and their workmen, which was received by the Central Government on 6-8-2013.

[No. L-22013/1/2013-IR (C-II)]

B. M. PATNAIK, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AT HYDERABAD

Present : Smt. M. Vijaya Lakshmi, Presiding Officer

Dated the 25th day of June, 2013

INDUSTRIAL DISPUTE L.C. No. 17/2008

Between :

Sri Sadiq Miya,
S/o Jaffer Miya,
C/o Smt. A. Sarojana,
Advocate, Flat No. G 7,
Rajeshwari Gayatri Sadan,
Opp. Badruka Jr. College for Girls,
Kachiguda, Hyderabad. Petitioner

AND

The Chief General Manager,
M/s. Singareni Collieries Company Ltd.,
Srirampur (P) area, Srirampur,
Adilabad District and another. Respondent

Appearances :

For the Petitioner : M/s. A. Sarojana & K. Vasudeva Reddy, Advocate

For the Respondent : Sri M.V. Hanumantha Rao,
Advocate

AWARD

This is a petition filed by the Petitioner Sri Sadiq Miya, under Sec. 2 A (2) of the I.D. Act, 1947 against the management of M/s. Singareni Collieries Company Ltd., and numbered in this Court as L.C.I.D. No. 17/2008 and notices were issued to the parties.

2. Petitioner has filed this petition against his dismissal from service vide order No. SRP/PER/13-008/1288 dated 8-4-2003 by the Respondent without following the procedure and seeking for reinstatement with all consequential benefits. Respondents have filed counter statement as well as documents in support of their contentions. On filing of memo conceding domestic enquiry as valid by the Petitioner, departmental enquiry held legal and valid on 23-4-2010.

3. Case stood posted for arguments under Sec. 11(A) of the Industrial Disputes Act, 1947. At this stage, the matter has been referred to Lok Adalath for amicable settlement.

4. While things stood so, Petitioner has filed memo seeking for permission to withdraw his case pleading that the management was kind enough to offer employment to him subject to withdrawal of the present dispute and that he be permitted to withdraw his case. In the given circumstances, and in view of the orders in IA No. 101/2003 the matter has been called to the regular file from Lok Adalath.

5. Notice given to Respondents. Heard both parties. Petitioner is permitted withdraw his case.

6. In the result, the case is dismissed as withdrawn. Award is passed accordingly. Transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant transcribed by her and corrected by me on this the 25th day of June, 2013.

M. VIJAYA LAKSHMI, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
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NIL	NIL
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Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 6 अगस्त, 2013

का.आ. 1821.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स एस सी सी एल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच

अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ संख्या 82/2012) को प्रकाशित करती है जो केन्द्रीय सरकार को 06-08-2013 को प्राप्त हुआ था।

[सं. एल-22012/130/2012-आईआर (सी एम-II)]

बी. एम. पटनायक, डेस्क अधिकारी

New Delhi, the 6th August, 2013

S.O. 1821.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award Ref. No. 82/2012 of the Central Govt. Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure in the Industrial Dispute between the management of M/s. Singareni Collieries Co. Ltd. and their workmen, which was received by the Central Government on 06-08-2013.

[No. L-22012/130/2012-IR(CM-II)]

B. M. PATNAIK, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

Present : Smt. M. Vijaya Lakshmi, Presiding Officer

Dated the 25th day of June, 2013

Industrial Dispute No. 82/2012

Between :

The President (Sri R. Kashiramulu),
(Rep. of Shri Kalvala Sadaiah),
Telengana Trade Union Council,
H. No. 3-5-247/3,
Azmathpura, Karimnagar. . . . Petitioner

AND

The General Manager,
M/s. Singareni Collieries Company Ltd.,
Srirampur Area, Srirampur,
Adilabad district-504 303. . . . Respondent

Appearances :

For the Petitioner : M/s. A. Sarojana & K. Vasudeva Reddy, Advocates

For the Respondent : None

AWARD

The Government of India, Ministry of Labour by its order No. L-22012/130/2012-IR (CM-II) dated 26-10-2012 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal

between the management of M/s. Singareni Collieries Company Ltd., and their workman. The reference is,

SCHEDULE

“Whether the action of the General Manager, M/s. Singareni Collieries Company Ltd., Mandamarri Area, Adilabad Dist., in terminating the services of Sri Kalvala Sadaiah, Ex-Coal Filler, RK-1A incline, SCCL, Mandamarri Area with effect from 27-10-2008 is justified or not? To what relief the applicant is entitled for?”

The reference is numbered in this Tribunal as I.D. No. 82/2012 and notices were issued to the parties concerned.

2. The case stands for appearance of Petitioner and filing of claim statement to 5-8-2013. Petitioner filed IA No. 100/2013 on 25-6-2013 seeking for advancement of the case to 25-6-2013 and filed a memo seeking for permission to withdraw the case.

3. In pursuance of the order in IA No. 100/2013 dated 25-6-2013, this case is advanced to 25-6-2013. In the memo filed by the Petitioner seeking for permission to withdraw the case, Petitioner pleaded that the management was kind enough to offer employment to him subject to withdrawal of the present dispute and that he be permitted to withdraw the petition.

4. Notice given to Respondent. Heard both parties. Petitioner is permitted to withdraw his case.

5. In the result, the case is dismissed as withdrawn. Award is passed accordingly.

Transmit.

Dictated to Smt. P. Phani Gowari, Personal Assistant transcribed by her and corrected by me on this the 25th day of June, 2013.

M. VIJAYA LAKSHMI, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
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NIL	NIL
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Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 6 अगस्त, 2013

का.आ. 1822.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स एस सी

सी एल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ संख्या 65/2006) को प्रकाशित करती है जो केन्द्रीय सरकार को 06-08-2013 को प्राप्त हुआ था।

[सं. एल-22012/316/2005-आईआर (सीएम-II)]

बी. एम. पटनायक, डेस्क अधिकारी

New Delhi, the 6th August, 2013

S.O. 1822.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 65/2006) of the Central Govt. Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure in the Industrial Dispute between the management of M/s. Singareni Collieries Co. Ltd., and their workmen, received by the Central Government on 06-08-2013.

[No. L-22012/316/2005-IR (CM-II)]

B. M. PATNAIK, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

PRESENT : Smt. M. Vijaya Lakshmi, Presiding Officer

Dated the 3rd day of July, 2013

INDUSTRIAL DISPUTE NO. I.D. 65/2006

Between :

The General Secretary
(Sri Bandari Satyanarayana)
Singareni Collieries Employees Council,
H. No. 18-3-90/3, Ganesh Nagar
Markandeya Colony,
Godavarikhani-505209. . . .Petitioner

AND

The General Manager,
M/s. Singareni Collieries Company Ltd.,
Mandamarri Division,
Mandamarri-504 231. . . .Respondent

Appearances :

For the Petitioner : M/s. A. Sarojana & K. Vasudeva Reddy, Advocates

For the Respondent : M/s. P.A.V.V.S. Sarma & Vijaya Laxmi Panguluri, Advocate

AWARD

The Government of India, Ministry of Labour by its order No. L-22012/316/2005-IR (CM-II) dated 9-10-2006 referred the following dispute between the

management of Singareni Collieries Company Limited and their workman under Section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal. The reference is,

SCHEDULE

“Whether the action the management of M/s. Singareni Collieries Company Limited in terminating the services of Sri Naresh Kumar Kori w.e.f. 10-10-2002 is legal and justified? If not, to what relief the workman is entitled?”

2. The matter was closed vide a nil award on 18-8-2008. In view of IA No. 35/2008, this case has been reopened and restored to its original number. Petitioner filed claim statement and Respondent filed counter statement. The case stands posted to 15-7-2013 for filing documents by the Respondent.

3. While things stood so, Petitioner’s counsel filed I.A. No. 120/2013, seeking for advancement of the case to 3-7-2013 and filed a memo seeking for permission to withdraw the case. IA No. 120/2013 is allowed and the case is advanced to 3-7-2013.

4. In the memo filed by the Learned Counsel for the Petitioner, seeking for permission to withdraw the petition, Petitioner pleaded that the management was kind enough to offer employment to him subject to withdrawal of the present dispute and that he is to be permitted to withdraw the petition.

5. Notice given to other side. Heard both parties. Petitioner is permitted to withdraw his case.

6. In the result, the case is dismissed as withdrawn.

Award passed accordingly. Transmit.

Dictated to Smt. P. Phani Gowari, Personal Assistant transcribed by her and pronounced by me on this the 25th day of June, 2013.

M. VIJAYA LAKSHMI, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
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NIL	NIL
-----	-----

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 7 अगस्त, 2013

का.आ. 1823.—ओद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स एस सी सी एल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच

अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण/श्रम न्यायालय, गोदावरीखानी के पंचाट (संदर्भ संख्या 33/2009) को प्रकाशित करती है जो केन्द्रीय सरकार को 06-08-2013 को प्राप्त हुआ था।

[सं. एल-22013/1/2013-आईआर (सी-II)]

बी. एम. पटनायक, डेस्क अधिकारी

New Delhi, the 7th August, 2013

S.O. 1823.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal-cum-Labour Court, Godavarikhani (IT/ID/33/2009) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of SCCL and their workmen, which was received by the Central Government on 07-08-2013.

[No. L-22013/1/2013-IR (C-II)]

B. M. PATNAIK, Desk Officer

ANNEXURE

BEFORE THE LOK ADALAT BENCH FOR INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-CUM-VI ADDL. DISTRICT AND SESSIONS COURT, GODAVARIKHANI

Award U/S. 21 of the L.S.A. Act 1987 & Amendment Act, 1994 Saturday, The 22nd Day of June, 2013

PRESENT :

- | | |
|--|---------------------------|
| 1. Sri G. Venkata Krishnaiah,
B.A., B.L.—Chairman,
Industrial Tribunal-cum-
Labour Court-Cum-VI Addl.
District & Sessions Judge,
Godavarikhani. | Judicial Officer |
| 2. Sri. D. Anjaiah, | -Member
(Advocate) |
| 3. Sri. Dr. G. Bhagavan Reddy, | Member
(Social Worker) |

I. D. No. 33 of 2009

On the file of Industrial Tribunal-cum-Labour Court-cum-VI Addl. District and Sessions Court, Godavarikhani.

Between :-

MD. Gouse, Ex. Badli Filler, E.C. No. 0903193,
S/o Md. China Ankoos, Aged about 35 years,
Qr. ST2-317, Bus Stand Colony,
PO. Godavarikhani-505 209,
Mandal Ramagundam,
Dist. Karimnagar (A. P.)

.... Petitioner

AND

1. The Superintendent of Mines,
Singareni Collieries Co. Ltd. SRP-1 Incline,
PO. Srirampur, Dist. Adilabad (A. P.)
2. The General Manager,
Singareni Collieries Co. Ltd., Srirampur Area,
PO. Srirampur, Dist. Adilabad (A. P.),
3. The Chairman, & Managing Director,
Singareni Collieries Company Ltd.,
P. O. : Kothagudem,
District : Khammam (A. P.), . . . Respondents.

CLAIM

This case is referred by the Industrial Tribunal-cum-Labour Court-cum-VI Addl. District and Sessions Court, Godavarikhani at the request of both parties and coming on 22-06-2013 for settlement before the LOK ADALAT in the presence of the Petitioner/Workman and his Counsel Sri. B. Amarender Rao, and the Authorized Officer/Law Officer of the Respondent/Management Sri. Mohd. Abbas, Addl. General Manager (Personnel), SRP Area.

After hearing and after considering the representation of both parties and in view of the settlement arrived between the parties and on the basis of the said settlement, passed the following :—

AWARD UNDER SECTION 21 OF THE L.S.A. ACT, 1987

The Petitioner having agreed to the detailed proposals of the Management shown in Clause 1(a) to (e) and 2, the contents of which are read over and explained to him in his language and agreed by him by singning the proposal sheet (enclosed to the Award), the Respondent is directed to take him back to duty forthwith as BADLI COAL FILLER.

2. This Award is final and binding on all the parties and no appeal shall lie to any court as per Sec. 21 (2) of the LSA Act, 1987.

3. Hence, the award is passed accordingly directing the respondent company to implement the award within 30 days from the date of publication of this award by the Government of India.

4. In agreement of the above, the parties/counsel have affixed their signatures/thumb impressions. In the presence of the members of this Lok Adalat Bench.

Petitioner/Workman Authorised Officer for the
Respondent Company
(MOHD. ABBAC)

Counsel for the Petitioner

Presiding Officer of Lok
Adalat

Sri. D. Anjaiah, Advocate,
Lok Adalat Member.

Sri. Dr. G. Bhagavan Reddy,
Member (Social Worker)

**BEFORE THE LOKADALAT BENCH FOR
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-
CUM-VI ADDL. DISTRICT AND SESSIONS COURT,
GODAVARIKHANI**

I.D. No. 33 of 2009

PROPOSALS OF THE MANAGEMENT :

In order to have speedy and effective settlement of the cases before the Hon'ble Tribunal, Management of Singareni Collieries Company Limited agrees to put forth the following proposals :

1. Review of pending absenteeism cases filed before this Tribunal on or before 31-03-2011 subject to the following conditions :

- a. The dismissed petitioner-workman should have put in at least 100 musters per year in any of the two years of the preceding 5 years of the dismissal.
- b. Management agrees to offer fresh appointment as Badli Coal Filler without back wages and without continuity of services subject to medical fitness by Colliery Medical Officer.
- c. Irrespective of earlier designations appointment will be offered as Badli Coal Filler afresh on coal filling where underground coal filling is available and need not be the same place where the petitioner- workman was last employed.
- d. The petitioner-workman will be on observation for one year and has to put in minimum mandatory 20 musters every month, and reviewed once in every 3 months on Coal Filling only. In the event of any short fall of Attendance during the 3 months period his services will be terminated automatically without any further notice and enquiry.
- e. Any forced absenteeism on account of mine accidents/natural disease, provided treatment is taken at Company Hospitals and remains in company sick rolls, will be deemed as attendance during the trial period.

2. All other usual terms and conditions of appointment will be applicable i.e., transfer, hours of work, days of rest, holidays etc., for appointment afresh.

The Hon'ble Members may kindly take note of the above and pass consent award Section 21 of LSA Act, 1987

1. AUTHORISED OFFICER FOR THE RESPONDENT COMPANY (MOHD. ABBAS)
- 2.
- 3.

नई दिल्ली, 7 अगस्त, 2013

का.आ. 1824.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स एस सी सी एल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट ओद्योगिक विवाद में ओद्योगिक अधिकरण/श्रम न्यायालय गोदावरीखन्नी के पंचाट (संदर्भ संख्या 32/2009) को प्रकाशित करती है जो केन्द्रीय सरकार को 6-8-2013 को प्राप्त हुआ था ।

[सं. एल-22013/1/2013-आईआर(सी-II)]

बी. एम. पटनायक, डेस्क अधिकारी

New Delhi, the 7th August, 2013

S.O. 1824.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal-cum-Labour Court, Godavarikhani (IT/ID/32/2009) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of SCCL and their workmen, which was received by the Central Government on 7-8-2013.

[No. L-22013/1/2013-IR (C-II)]

B. M. PATNAIK, Desk Officer

ANNEXURE

**BEFORE THE LOK ADALAT BENCH FOR
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT-CUM-VI ADDL. DISTRICT AND
SESSIONS COURT, GODAVARIKHANI**

Award U/s. 21 of the L.S.A. Act 1987 & Amendment Act, 1994 Saturday, the 22nd Day of June, 2013

Present :

- | | |
|--------------------------------|------------------|
| 1. Sri G Venkata Krishnaiah, | Judicial Officer |
| B.A., B.L.—Chairman, | |
| Industrial Tribunal-cum- | |
| Labour Court-Cum-VI Addl. | |
| District & Sessions Judge, | |
| Godavarikhani. | |
| 2. Sri. D. Anjaiah, | -Member |
| | (Advocate) |
| 3. Sri. Dr. G. Bhagavan Reddy, | Member |
| | (Social Worker) |

I.D. No. 32 of 2009

On the file of Industrial Tribunal-cum-Labour Court-cum-VI Addl. District and Sessions Court, Godavarikhani.

Between :

Muthe Sathaiah, Ex. Coal Filler, E.C. No. 2074893,
 S/o Mondaiah, Aged about 34 years,
 R/o. Qr. No. ST 2-370, Bus Stand Colony,
 PO. Godavarikhani-505 209,
 Dist. Karimnagar (A. P.) . . . Petitioner

AND

1. The Dy. General Manager,
 Singareni Collieries Co. Ltd., MK-4 Incline,
 Mandamarri Area, PO. Mandamarri,
 Dist. Adilabad (A. P.)
2. The General Manager,
 Singareni Collieries Co. Ltd.,
 Mandamarri Area, PO. Mandamarri,
 Dist. Adilabad (A. P.),
3. The Chairman, & Managing Director,
 Singareni Collieries Company Ltd.,
 P. O. : Kothagudem,
 District : Khammam (A. P.), . . . Respondents

CLAIM

This case is referred by the Industrial Tribunal-cum-Labour Court-cum-VI Addl. District and Sessions Court, Godavarikhani at the request of both parties and coming on 22-06-2013 for settlement before the LOK ADALAT in the presence of the Petitioner/Workman and his Counsel Sri. B. Amarender Rao, and the Authorized Officer/Law Officer of the Respondent/Management Sri. V. Muralidhar Yadav, Dy. General Manager (Personnel), Mandamarri Area.

After hearing and after considering the representation of both parties and in view of the settlement arrived between the parties and on the basis of the said settlement, passed the following :—

**AWARD UNDER SECTION 21 OF THE L.S.A.
 ACT, 1987**

The Petitioner having agreed to the detailed proposals of the Management shown in Clause 1(a) to (e) and 2, the contents of which are read over and explained to him in his language and agreed by him by signing the proposal sheet (enclosed to the Award), the Respondent is directed to take him back to duty forthwith as Badli Coal Filler.

2. This Award is final and binding on all the parties and no appeal shall lie to any court as per Sec. 21 (2) of the LSAAct, 1987.

3. Hence, the award is passed accordingly directing the respondent company to implement the award within 30 days from the date of publication of this award by the Government of India.

4. In agreement of the above, the parties/counsel have affixed their signatures/thumb impressions. In the presence of the members of this Lok Adalat Bench.

-Sd-**Petitioner/Workman****-Sd-**

Authorised Officer for the
 Respondent Company
 (M. M. MUJAHID)

-Sd-**-Sd-****Counsel for the Petitioner****Presiding Officer of Lok Adalat****-Sd-****Sri. D. Anjaiah, Advocate, Lok Adalat Member.****-Sd-****Sri. Dr. G Bhagavan Reddy, Member (Social Worker)**

**BEFORE THE LOK ADALAT BENCH FOR
 INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-
 CUM-VI ADDL. DISTRICT AND SESSIONS
 COURT, GODAVARIKHANI**

I. D. No. 32 of 2009

PROPOSALS OF THE MANAGEMENT :

In order to have speedy and effective settlement of the cases before the Hon'ble Tribunal, Management of Singareni Collieries Company Limited agrees to put forth the following proposals :

1. Review of pending absenteeism cases filed before this Tribunal on or before 31-03-2011 subject to the following conditions :
 - a. The dismissed petitioner-workman should have put in at least 100 musters per year in any of the two years of the preceding 5 years of the dismissal.
 - b. Management agrees to offer fresh appointment as Badli Coal Filler without back wages and without continuity of services subject to medical fitness by Colliery Medical Officer.
 - c. Irrespective of earlier designations appointment will be offered as Badli Coal Filler afresh on coal filling where underground coal filling is available and need not be the same place where the petitioner- workman was last employed.
 - d. The petitioner-workman will be on observation for one year and has to put in minimum mandatory 20 musters every month, and reviewed once in every 3 months on Coal Filling only. In the event of any short fall of Attendance during the 3 months period his services will be terminated automatically without any further notice and enquiry.
 - e. Any forced absenteeism on account of mine accidents/natural disease, provided treatment is taken at Company Hospitals and remains in company sick rolls, will be deemed as attendance during the trial period.

2. All other usual terms and conditions of appointment will be applicable i.e., transfer, hours of work, days of rest, holidays etc., for appointment afresh.

The Hon'ble Members may kindly take note of the above and pass consent award Section 21 of LSA Act, 1987.

1. -Sd-

AUTHORISED OFFICER FOR
THE RESPONDENT COMPANY
(M. M. MUJAHID)

2. -Sd-

3. -Sd-

नई दिल्ली, 7 अगस्त, 2013

का.आ. 1825.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स एस सी सी एल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण/श्रम न्यायालय गोदावरीखन्नी गोदावरीखन्नी के पंचाट (संदर्भ संख्या 11/2007) को प्रकाशित करती है जो केन्द्रीय सरकार को 6-8-2013 को प्राप्त हुआ था।

[सं. एल-22013/1/2013-आईआर(सी-II)]

बी. एम. पटनायक, डेस्क अधिकारी

New Delhi, the 7th August, 2013

S.O. 1825.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal-cum-Labour Court, Godavarikhani (IT/ ID/11/2007) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of SCCL and their workmen, which was received by the Central Government on 07-08-2013.

[No. L-22013/1/2013-IR (C-II)]

B. M. PATNAIK, Desk Officer

ANNEXURE

BEFORE THE LOK ADALAT BENCH FOR INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-CUM-VI ADDL. DISTRICT AND SESSIONS COURT, GODAVARIKHANI

Award U/S. 21 of the L.S.A. Act 1987 & Amendment Act, 1994 Saturday, the 22nd Day of June, 2013

Present :-

1. Sri G. Venkata Krishnaiah, ...Judicial Officer
B.A., B.L.—Chairman,
Industrial Tribunal-cum-
Labour Court-Cum-VI Addl.
District & Sessions Judge,
Godavarikhani.

2. Sri. D. Anjaiah, -Member
(Advocate)
3. Sri. Dr. G. Bhagavan Reddy, -Member
(Social Worker)

I.D. No. 11 of 2007

On the file of Industrial Tribunal-cum-Labour Court-cum-VI Addl. District and Sessions Court, Godavarikhani.

Between :-

Chilumula Posham, Ex. Coal Filler, E.C. No. 2563371,
Aged about 43 years, S/o. Balaraju.

R/o. Pulimadu Village,
Mandamarri Mandal,
Dist. Adilabad (A. P.) Petitioner

AND

1. The General Manager,
Singareni Collieries Co. Ltd. Srirampur Area,
PO. Srirampur, Dist. Adilabad (A. P.)
2. The Colliery Manager,
Singareni Collieries Co. Ltd.,
RK-6 Incline, Srirampur Area, Dist. Adilabad (A.P.),
3. The Chairman, & Managing Director,
Singareni Collieries Company Ltd.,
P. O. : Kothagudem,
District : Khammam (A. P.), . . . Respondents.

CLAIM

This case is referred by the Industrial Tribunal-cum-Labour Court-cum-VI Addl. District and Sessions Court, Godavarikhani at the request of both parties and coming on 22-06-2013 for settlement before the LOK ADALAT in the presence of the Petitioner/Workman and his Counsel Sri. V. Muralidhar Yadav, and the Authorized Officer/Law Officer of the Respondent/Management Sri Mohd. Abbas, Addl. General Manager (Personnel), SRP Area.

After hearing and after considering the representation of both parties and in view of the settlement arrived between the parties and on the basis of the said settlement, passed the following :—

AWARD UNDER SECTION 21 OF THE L.S.A. ACT, 1987

The Petitioner having agreed to the detailed proposals of the Management shown in Clause 1(a) to (e) and 2, the contents of which are read over and explained to him in his language and agreed by him by singning the proposal sheet (enclosed to the Award), the Respondent is directed to take him back to duty forthwith as BADLI COAL FILLER.

2. This Award is final and binding on all the parties and no appeal shall lie to any court as per Sec. 21 (2) of the LSAAct, 1987.

3. Hence, the award is passed accordingly directing the respondent company to implement the award within 30 days from the date of publication of this award by the Government of India.

4. In agreement of the above, the parties/counsel have affixed their signatures/thumb impressions. In the presence of the members of this Lok Adalat Bench.

Sd/-

Petitioner/Workman
(LTI of Ch. Posham) Authorised Officer for the
Respondent Company
(MOHD. ABBAS)

Sd/-

Counsel For The Petitioner Presiding Officer of Lok Adalat

Sd/-

Sri D. Anjaiah, Advocate,
Lok Adalat Member.

Sd/-

Sri Dr. G Bhagavan Reddy,
Member (Social Worker)

**BEFORE THE LOK ADALAT BENCH FOR
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-
CUM-VI ADDL. DISTRICT AND SESSIONS
COURT, GODAVARIKHANI**

I.D. No. 11 of 2007

PROPOSALS OF THE MANAGEMENT :

In order to have speedy and effective settlement of the cases before the Hon'ble Tribunal, Management of Singareni Collieries Company Limited agrees to put forth the following proposals :

1. Review of pending absenteeism cases filed before this Tribunal on or before 31-03-2011 subject to the following conditions :

- a. The dismissed petitioner-workman should have put in at least 100 musters per year in any of the two years of the preceding 5 years of the dismissal.
- b. Management agrees to offer fresh appointment as Badli Coal Filler without back wages and without continuity of services subject to medical fitness by Colliery Medical Officer.
- c. Irrespective of earlier designations appointment will be offered as Badli Coal Filler afresh on coal filling where underground coal filling is available and need not be the same place where the petitioner- workman was last employed.

d. The petitioner-workman will be on observation for one year and has to put in minimum mandatory 20 musters every month, and reviewed once in every 3 months on Coal Filling only. In the event of any short fall of Attendance during the 3 months period his services will be terminated automatically without any further notice and enquiry.

e. Any forced absenteeism on account of mine accidents/natural disease, provided treatment is taken at Company Hospitals and remains in company sick rolls, will be deemed as attendance during the trial period.

2. All other usual terms and conditions of appointment will be applicable i.e., transfer, hours of work, days of rest, holidays etc., for appointment afresh.

The Hon'ble Members may kindly take note of the above and pass consent award Section 21 of LSA Act, 1987.

Sd/-

1. Sd/- AUTHORISED OFFICER FOR
THE RESPONDENT COMPANY
(MOHD. ABBAS)

2. Sd/-

3. Sd/-

नई दिल्ली, 7 अगस्त, 2013

का.आ. 1826.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स एस सी सी एल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण/श्रम न्यायालय, गोदावरीखन्नी के पंचाट (संदर्भ संख्या 37/2008) को प्रकाशित करती है जो केन्द्रीय सरकार को 06-08-2013 को प्राप्त हुआ था।

[सं. एल-22013/1/2013-आई आर(सी-II)]

बी. एम. पटनायक, डेस्क अधिकारी

New Delhi, the 7th August, 2013

S.O. 1826.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal-cum-Labour Court, Godavarikhani (IT/ID/37/2008) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of SCCL and their workmen, which was received by the Central Government on 06-08-2013.

[No. L-22013/1/2013-IR (C-II)]

B. M. PATNAIK, Desk Officer

ANNEXURE

**BEFORE THE LOKADALATBENCH FOR
INDUSTRIALTRIBUNAL-CUM-LABOUR COURT-
CUM-VI ADDL. DISTRICT AND SESSIONS COURT,
GODAVARIKHANI**

Award u/s 21 of the L.S.A.Act, 1987 & Amendment Act, 1994

Saturday, the 22nd day of June, 2013

Present :

- | | |
|--------------------------------|-------------------|
| 1. Sri G Venkata Krishnaiah, | —Judicial Officer |
| B.A., B.L., Chairman, | |
| Industrial Tribunal-cum- | |
| Labour Court-Cum-VI Addl. | |
| District & Sessions Judge, | |
| Godavarikhani. | |
| 2. Sri. D. Anjaiah, | —Member |
| | —(Advocate) |
| 3. Sri. Dr. G. Bhagavan Reddy, | —Member |
| | (Social Worker) |

I.D. No. 37 of 2008

On the file of Industrial Tribunal-cum-Labour Court-cum-VI Addl. District and Sessions Court, Godavarikhani.

Between :-

Rengunta Shankar, Ex. Badli Filler, E.C. No. 2319829,
S/o Venkati, Aged about 41 years,
Qr. ST 2-317, Bus Stand Colony,
PO. Godavarikhani-505 209
Dist. Karimnagar (A. P.) Petitioner

AND

1. The Colliery Manager,
Singareni Collieries Co. Ltd., RK-NT Incline,
P.O. Srirampur, Dist. Adilabad (A. P.)
2. The General Manager,
Singareni Collieries Co. Ltd., Srirampur Area,
P.O. Srirampur, Dist. Adilabad (A. P.)
3. The Chairman & Managing Director,
Singareni Collieries Company Ltd.,
P.O. : Kothagudem,
District : Khammam (A.P.). ... Respondents

CLAIM

This case is referred by the Industrial Tribunal-cum-Labour Court-cum-VI Addl. District and Sessions Court, Godavarikhani at the request of both parties and coming on 22-06-2013 for settlement before the LOK ADALAT in the presence of the Petitioner/Workman and his Counsel Sri. B. Amarender Rao, and the Authorized Officer/Law Officer of the Respondent/Management Sri. Mohd. Abbas, Addl. General Manager (Personnel), SRP Area.

After hearing and after considering the representation of both parties and in view of the settlement arrived between the parties and on the basis of the said settlement, passed the following :—

**AWARD UNDER SECTION 21 OF THE L.S.A.
ACT, 1987**

The Petitioner having agreed to the detailed proposals of the Management shown in Clause 1(a) to (e) and 2, the contents of which are read over and explained to him in his language and agreed by him by signing the proposal sheet (enclosed to the Award), the Respondent is directed to take him back to duty forthwith as Badli Coal Filler.

2. This Award is final and binding on all the parties and no appeal shall lie to any court as per Sec. 21 (2) of the LSA Act, 1987.

3. Hence, the award is passed accordingly directing the respondent company to implement the award within 30 days from the date of publication of this award by the Government of India.

4. In agreement of the above, the parties/counsel have affixed their signatures/thumb impressions. In the presence of the members of this Lok Adalat Bench.

Sd/-

Sd/-

Petitioner/Workman

Authorised Officer for the
Respondent Company
(Mohd. ABBAS)

Sd/-

Counsel for the Petitioner

Sd/-

Presiding Officer of Lok
Adalat

Sd/-

Sri. D. Anjaiah, Advocate,
Lok Adalat Member.

Sd/-

Sri. Dr. G. BhagavanReddy,
Member (Social Worker)

**BEFORE THE LOKADALATBENCH FOR
INDUSTRIALTRIBUNAL-CUM-LABOUR COURT-
CUM-VI ADDL. DISTRICT AND SESSIONS COURT,
GODAVARIKHANI**

I.D. No. 37 of 2008

Proposals of the Management :

In order to have speedy and effective settlement of the cases before the Hon'ble Tribunal, Management of Singareni Collieries Company Limited agrees to put forth the following proposals :

1. Review of pending absenteeism cases filed before this Tribunal on or before 31-03-2011 subject to the following conditions :

- a. The dismissed petitioner-workman should have put in at least 100 musters per year in any of the two years of the preceding 5 years of the dismissal.

- b. Management agrees to offer fresh appointment as Badli Coal Filler without back wages and without continuity of services subject to medical fitness by Colliery Medical Officer.
- c. Irrespective of earlier designations appointment will be offered as Badli Coal Filler afresh on coal filling where underground coal filling is available and need not be the same place where the petitioner- workman was last employed.
- d. The petitioner-workman will be on observation for one year and has to put in minimum mandatory 20 musters every month, and reviewed once in every 3 months on Coal Filling only. In the event of any short fall of Attendance during the 3 months period his services will be terminated automatically without any further notice and enquiry.
- e. Any forced absenteeism on account of mine accidents/natural disease, provided treatment is

taken at Company Hospitals and remains in company sick rolls, will be deemed as attendance during the trial period.

- 2. All other usual terms and conditions of appointment will be applicable i.e., transfer, hours of work, days of rest, holidays etc., for appointment afresh.

The Hon'ble Members may kindly take note of the above and pass consent award Section 21 of LSA Act, 1987.

Sd/-

- 1. Sd/- AUTHORISED OFFICER FOR THE RESPONDENT COMPANY (MOHD. ABBAS)
- 2. Sd/-
- 3. Sd/-